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Note: Addenda information is NOT included with the electronic documents available via electronic file transfer. Only bidder or non-bidder package holders listed with the Caltrans Plans and Bid Documents section as described above will receive addenda information.



**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

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**NOTICE TO CONTRACTORS**  
**AND**  
**SPECIAL PROVISIONS**

**FOR CONSTRUCTION ON STATE HIGHWAY IN**  
**MARIN COUNTY NEAR STINSON BEACH FROM 4.8 km TO 4.3 km SOUTH OF PANORAMIC HIGHWAY**

**DISTRICT 04, ROUTE 1**

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**For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 1999, and Labor  
Surcharge and Equipment Rental Rates.**

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**CONTRACT NO. 04-1S5704**

**(INFORMAL BIDS CONTRACT)**

**04-Mrn-1-14.8/15.3**

**Federal Aid Project**

**ACSTP-P001(456)E**

**Bids Open: October 12, 2000 at 10:00 a.m.**

**Dated: September 29, 2000**

**OSD**

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# IMPORTANT SPECIAL NOTICES

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- **Direct bidding inquiries to the District Construction Office (Telephone: 510-286-5209)**
- The bidder's attention is directed to the following special requirements for this project concerning award and execution of contract and beginning of work:

DBE information shall be submitted **with the bid proposal**. (See **Section 2-1.02B** of the special provisions.) The evaluation of the effort to meet the DBE goal will be based on the information provided with the bid proposal. If the goal was not met, Caltrans' determination of good faith effort, based on the information provided with the bid, will be made on the day of the bid opening and the decision will be final. All subcontractors listed in the DBE Information shall be available, by phone, on the day of the bid opening.

It is anticipated that this contract will be awarded on the same day as the bid opening and the decision will be final. The Bidder shall have a representative available at the location of the bid opening to answer questions and accept the awarded contract. (See Section 3 of the special provisions.)

If the Bidder submits cash or a cashier's check or a certified check as the form of bidder's security (see Section 2-1.07 of the Standard Specifications), the Bidder shall also include with the bid submittal a signed and notarized affidavit from an admitted surety insurer that contract bonds, as required by Section 3-1.02, "Contract Bonds," of the Standard Specifications, will be provided within the specified time for executing and returning the contract for approval.

If the bidder claims a mistake was made in his bid, the bidder shall give the Department written notice within 2 hours after the opening of bids of the alleged mistake in lieu of the 5 days specified in Section 2-1.095, "Relief of Bidders," in the Standard Specifications. (See Section 2-1.01 of the special provisions.) Caltrans' FAX number for submitting this information is (916)227-6282. Such information shall be submitted "Attention Office Engineer."

The Contractor may begin work after award of the contract at his own risk. The contract work shall be completed before the expiration of 60 working days **beginning at 12:01 a.m. of the day after the day of contract award**. (See Section 4 of the special provisions).

The contractor is encouraged to execute the contract documents on the day the contract is awarded. The Department will make every effort to approve the contract on the same day when it receives the contractor-executed contract documents.

The time limit specified in the Special Provisions for the completion of work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. It is expected that additional shifts will be required throughout the life of the contract to the extent deemed necessary to ensure that the work will be completed within the time limit specified. (See Section 4 of the Special Provisions).

The following forms have been included at the end of the Proposal and Contract book to assist the successful bidder in early execution of the contract documents: Payment Bond, Performance Bond and Payee Data Record.

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# IMPORTANT SPECIAL NOTICES

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The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

- **SURETY 2000**

Caltrans is conducting a pilot program in cooperation with Surety 2000, to test electronic bond verification systems. The purpose of the pilot program is to test the use of Surety 2000 for verifying a bidder's bond electronically.

Surety 2000 is an Internet-based surety verification and security system, developed in conjunction with the surety industry. Surety agents may contact Surety 2000 at 1-800-660-3263.

Bidders are encouraged to participate in the pilot program. To participate, the bidder is asked to provide the "Authorization Code" provided by Surety 2000, on a separate sheet, together with the standard bidder's bond required by the specifications. The bidder's surety agent may obtain the "Authorization Code" from Surety 2000.

The Department will use the "Authorization Code" to access the Surety 2000 database, and independently verify the actual bidder's bond and document the functioning of the Surety 2000 system.

"Authorization Codes" will be used only to verify bidder's bonds, and only as part of the pilot program. The use of "Authorization Codes" will not be accepted in lieu of the bidder's bond or other bidder's security required in the specifications during the pilot study.

The function of the Surety 2000 system is to provide an easier way for Contractors to protect their bid security, and to discourage fraud. This system is available to all California admitted sureties and surety agents.

The results of the pilot study will be tabulated, and at some time in the future, the Department may consider accepting electronic bidder's bond verification in lieu of the bidder's bond specified.

**Insert Seal Sheet Here**

# TABLE OF CONTENTS

NOTICE TO CONTRACTORS.....	1
COPY OF ENGINEER'S ESTIMATE .....	3
SPECIAL PROVISIONS .....	6
SECTION 1. SPECIFICATIONS AND PLANS.....	6
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS.....	6
2-1.01 GENERAL.....	6
2-1.015 FEDERAL LOBBYING RESTRICTIONS.....	7
2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	7
2-1.02A DBE GOAL FOR THIS PROJECT .....	9
2-1.02B SUBMISSION OF DBE INFORMATION .....	9
SECTION 3. AWARD AND EXECUTION OF CONTRACT.....	10
SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES .....	10
SECTION 5. GENERAL .....	11
SECTION 5-1. MISCELLANEOUS .....	11
5-1.01 PLANS AND WORKING DRAWINGS .....	11
5-1.015 LABORATORY .....	11
5-1.017 CONTRACT BONDS .....	11
5-1.02 LABOR NONDISCRIMINATION.....	11
5-1.03 INTEREST ON PAYMENTS .....	11
5-1.04 PUBLIC SAFETY .....	12
5-1.05 SURFACE MINING AND RECLAMATION ACT.....	13
5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	13
5-1.07 YEAR 2000 COMPLIANCE.....	13
5-1.075 BUY AMERICA REQUIREMENTS.....	13
5-1.08 SUBCONTRACTOR AND DBE RECORDS .....	14
5-1.083 DBE CERTIFICATION STATUS .....	14
5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS .....	14
5-1.09 SUBCONTRACTING.....	14
5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS .....	15
5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS .....	15
5-1.11 PARTNERING .....	15
5-1.12 AREAS FOR CONTRACTOR'S USE.....	16
5-1.13 PAYMENTS.....	16
5-1.14 SOUND CONTROL REQUIREMENTS.....	16
5-1.15 STATE PARK REGULATIONS .....	16
5-1.16 RELATIONS WITH MARIN COUNTY COMMUNITY DEVELOPMENT AGENCY .....	16
SECTION 6. (BLANK).....	17
SECTION 7. (BLANK).....	17
SECTION 8. MATERIALS .....	17
SECTION 8-1. MISCELLANEOUS .....	17
8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS .....	17
8-1.02 APPROVED TRAFFIC PRODUCTS .....	23
PAVEMENT MARKERS, PERMANENT TYPE.....	23
PAVEMENT MARKERS, TEMPORARY TYPE.....	24
STRIPING AND PAVEMENT MARKING MATERIAL .....	24
CLASS 1 DELINEATORS.....	25
CHANNELIZERS .....	25
CONICAL DELINEATORS, 1070 mm.....	25
OBJECT MARKERS.....	26
TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS .....	26
THREE BEAM BARRIER MARKERS.....	26
CONCRETE BARRIER DELINEATORS, 400 mm .....	26

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm) .....	26
SOUND WALL DELINEATOR .....	26
GUARD RAILING DELINEATOR .....	26
RETROREFLECTIVE SHEETING .....	27
SPECIALTY SIGN (All Plastic) .....	28
SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS .....	28
8-1.03 ENGINEERING FABRICS .....	28
SECTION 8-2. CONCRETE .....	28
8-2.01 PORTLAND CEMENT CONCRETE .....	28
SECTION 8-3. WELDING .....	38
8-3.01 WELDING ELECTRODES .....	38
8-3.02 WELDING QUALITY CONTROL .....	38
SECTION 9. DESCRIPTION OF STRUCTURE WORK .....	42
SECTION 10. CONSTRUCTION DETAILS .....	43
SECTION 10-1. GENERAL .....	43
10-1.01 CONSTRUCTION PROJECT INFORMATION SIGNS .....	43
10-1.02 ORDER OF WORK .....	43
10-1.03 ENVIRONMENTALLY SENSITIVE AREA .....	44
10-1.04 WATER POLLUTION CONTROL .....	44
STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND UPDATES .....	45
SCHEDULE OF VALUES .....	47
SWPPP IMPLEMENTATION .....	47
MAINTENANCE .....	48
PAYMENT .....	48
10-1.05 TEMPORARY CONCRETE WASHOUT FACILITY .....	51
TEMPORARY CONCRETE WASHOUT FACILITY (TYPE ABOVE GRADE) .....	51
TEMPORARY CONCRETE WASHOUT FACILITY (TYPE BELOW GRADE) .....	51
MAINTENANCE AND REMOVAL .....	51
PAYMENT .....	52
10-1.06 TEMPORARY FENCE (TYPE ESA) .....	52
MEASUREMENT AND PAYMENT .....	52
10-1.07 TEMPORARY ENTRANCE/EXIT .....	52
MATERIALS.—Materials shall conform to the following: .....	53
INSTALLATION .....	53
MAINTENANCE .....	54
PAYMENT .....	54
10-1.08 TEMPORARY COVER .....	54
MATERIALS .....	54
INSTALLATION .....	55
MEASUREMENT AND PAYMENT .....	55
10-1.09 TEE DISSIPATOR PROTECTION .....	55
MATERIALS .....	55
INSTALLATION .....	56
MEASUREMENT AND PAYMENT .....	56
10-1.10 COOPERATION .....	56
10-1.11 TEMPORARY SILT FENCE .....	56
MATERIALS .....	57
INSTALLATION .....	57
MEASUREMENT AND PAYMENT .....	57
10-1.12 PROGRESS SCHEDULE .....	57
10-1.13 OBSTRUCTIONS .....	57
10-1.14 CONSTRUCTION AREA SIGNS .....	57
10-1.15 MAINTAINING TRAFFIC .....	58

10-1.16	CLOSURE REQUIREMENTS AND CONDITIONS .....	59
	CLOSURE SCHEDULE .....	60
	CONTINGENCY PLAN .....	60
	LATE REOPENING OF CLOSURES .....	60
	COMPENSATION .....	60
10-1.17	TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE.....	60
	STATIONARY LANE CLOSURE .....	61
	PAYMENT .....	61
10-1.18	TEMPORARY PAVEMENT DELINEATION .....	61
	GENERAL .....	61
	TEMPORARY CENTERLINE DELINEATION .....	61
10-1.19	PORTABLE CHANGEABLE MESSAGE SIGN.....	62
10-1.20	TEMPORARY CRASH CUSHION MODULE.....	62
	GENERAL .....	62
	MATERIALS.....	62
	INSTALLATION .....	63
	MEASUREMENT AND PAYMENT .....	63
10-1.21	EXISTING HIGHWAY FACILITIES .....	63
	REMOVE DRAINAGE FACILITIES .....	63
10-1.22	CLEARING AND GRUBBING.....	64
10-1.23	EARTHWORK.....	64
	SOLDIER PILE WALL EARTHWORK .....	64
10-1.24	CONTROLLED LOW STRENGTH MATERIAL .....	65
10-1.25	EROSION CONTROL (BLANKET).....	66
	MATERIALS.....	66
	APPLICATION .....	68
	MEASUREMENT AND PAYMENT .....	68
10-1.26	FIBER ROLL.....	68
	MATERIALS.....	68
	INSTALLATION .....	69
	MEASUREMENT AND PAYMENT .....	69
10-1.27	TOPSOIL .....	69
10-1.28	PERIMETER CONFINEMENT BARRIER .....	69
	MATERIALS.....	70
	INSTALLATION .....	71
	MEASUREMENT AND PAYMENT .....	71
10-1.29	ASPHALT CONCRETE .....	71
10-1.30	REPLACE ASPHALT CONCRETE SURFACING.....	72
10-1.31	DRILLED HOLE.....	72
10-1.32	STEEL SOLDIER PILING .....	73
	MEASUREMENT AND PAYMENT (PILING) .....	74
10-1.33	TIEBACK ANCHORS.....	74
10-1.34	CONCRETE STRUCTURES.....	78
	GENERAL .....	78
10-1.35	REINFORCEMENT.....	78
	EPOXY-COATED REINFORCEMENT .....	79
10-1.36	TIMBER LAGGING.....	79
10-1.37	CLEAN AND PAINT STEEL SOLDIER PILING.....	80
	CLEANING.....	81
	PAINTING.....	81
	REPAIR .....	83
	PAYMENT .....	83
10-1.38	PREPARE AND STAIN CONCRETE .....	83
10-1.39	PLASTIC PIPE.....	83
10-1.40	UNDERDRAIN .....	83



10-1.41 HORIZONTAL DRAIN .....	84
10-1.42 OVERSIDE DRAIN .....	84
10-1.43 MISCELLANEOUS FACILITIES .....	84
10-1.44 SLOPE PROTECTION .....	84
10-1.45 INLET FRAME AND GRATE .....	84
10-1.46 CHAIN LINK FENCE.....	84
10-1.47 METAL BEAM GUARD RAILING .....	84
TERMINAL SYSTEM (TYPE ET).....	85
10-1.48 CONCRETE BARRIER .....	85
10-1.49 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING .....	85
SECTION 11. (BLANK).....	85
SECTION 12. (BLANK).....	85
SECTION 13. (BLANK).....	85
SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS .....	86
FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS .....	105

# STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
A20B	Pavement Markers and Traffic Lines, Typical Details
A62A	Excavation and Backfill - Miscellaneous Details
A62B	Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall
A62F	Excavation and Backfill - Metal and Plastic Culverts
A77A	Metal Beam Guard Railing – Typical Wood Post With Wood Block
A77AA	Metal Beam Guard Railing – Typical Steel Post With Wood Block
A77B	Metal Beam Guard Railing - Standard Hardware
A77C	Metal Beam Guard Railing – Wood Post and Wood Block Details
A77CA	Metal Beam Guard Railing – Steel Post and Wood Block Details
A77D	Metal Beam Guard Railing – Typical Layouts
A77F	Metal Beam Guard Railing – Typical Embankment Widening for End Treatments
A77FA	Metal Beam Guard Railing – Typical Line Post Installation
A77IA	Metal Beam Guard Railing – End Treatment, Buried Post Anchor
A77J	Metal Beam Guard Railing Connections to Bridge Railings, Retaining Walls and Abutments
A77K	Metal Beam Guard Railing Connections to Bridge Sidewalks and Curbs
A77M	Metal Beam Guard Railing and Single Faced Barrier Railing - End Treatment
A85	Chain Link Fence
D73	Drainage Inlets
D74C	Drainage Inlet Details
D77A	Grate Details
D77B	Bicycle Proof Grate Details
D78	Gutter Depressions
D87A	Corrugated Metal Pipe Downdrain Details
D88	Construction Loads On Culverts
D97A	Corrugated Metal Pipe Coupling Details No. 1 - Annular Coupling Band Bar and Strap and Angle Connectors
D97B	Corrugated Metal Pipe Coupling Details No. 2 - Hat Band Coupler and Flange Details
D97C	Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers
D97D	Corrugated Metal Pipe Coupling Details No. 4 - Hugger Coupling Bands
D97E	Corrugated Metal Pipe Coupling Details No. 5 - Standard Joint
D97F	Corrugated Metal Pipe Coupling Details No. 6 - Positive Joint
D97G	Corrugated Metal Pipe Coupling Details No. 7 - Positive Joints and Downdrains
D102	Underdrains
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T7	Construction Project Funding Identification Signs
T10A	Traffic Control System for Lane and Complete Closures On Freeways and Expressways
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways
B11-7	Chain Link Railing
B11-53	Concrete Barrier Type 25
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4	Roadside Signs, Typical Installation Details No. 4

**DEPARTMENT OF TRANSPORTATION**

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**NOTICE TO CONTRACTORS**

**THIS IS AN INFORMAL BIDS CONTRACT**

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**CONTRACT NO. 04-1S5704**

**04-Mrn-1-14.8/15.3**

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION  
ON STATE HIGHWAY IN MARIN COUNTY NEAR STINSON BEACH FROM 4.8 km TO 4.3 km SOUTH OF  
PANORAMIC HIGHWAY**

will be received at the Department of Transportation, 1727 30th Street, Security Desk, Sacramento, California 95816, until 10 o'clock a.m. on October 12, 2000, at which time they will be publicly opened and read in a conference room at the same address. Caltrans staff will direct the bidders to the conference room.

Proposal forms for this work are included in a separate book entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR  
CONSTRUCTION ON STATE HIGHWAY IN MARIN COUNTY NEAR STINSON BEACH FROM 4.8 km TO 4.3  
km SOUTH OF PANORAMIC HIGHWAY**

General work description: Two steel soldier pile retaining walls with timber laggings and tieback anchors to be constructed on existing highway; erosion control, and replace asphalt concrete surfacing to be performed; concrete barrier, metal beam guard railing, chain link fence, and drainage system to be constructed.

This project has a goal of 8 percent Disadvantaged Business Enterprise (DBE) participation.

No prebid meeting is scheduled for this project.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE  
TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE  
TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or any combination of the following Class C licenses which constitutes a majority of the work: C-8, C-12.

Cross sections for this project are not available.

Bid packages with proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Project plans and special provisions may be obtained either at the preceding address, or at the Department of Transportation, 111 Grand Avenue, 12th Floor, Construction Office, Oakland, California 94623-0660, Telephone No. (510) 286-5209. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. Standard Specifications are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated September 29, 2000

EHT

**COPY OF ENGINEER'S ESTIMATE**  
**(NOT TO BE USED FOR BIDDING PURPOSES)**  
**04-1S5704**

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
2	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
3	020062	TEMPORARY CONCRETE WASHOUT FACILITY	LS	LUMP SUM
4	020063	TEMPORARY FENCE (TYPE ESA)	M	230
5	020064	TEMPORARY ENTRANCE/EXIT	LS	LUMP SUM
6	020065	TEMPORARY COVER	LS	LUMP SUM
7	020066	TEE DISSIPATOR PROTECTION	EA	2
8	074029	TEMPORARY SILT FENCE	M	110
9 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
10 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
11 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2
12	150805	REMOVE CULVERT	M	33
13	150820	REMOVE INLET	EA	4
14	160101	CLEARING AND GRUBBING	LS	LUMP SUM
15	190130	ROADWAY EXCAVATION (SLIDE REMOVAL)	M3	2280
16 (F)	192049	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	M3	530
17 (F)	193029	STRUCTURE BACKFILL (SOLDIER PILE WALL)	M3	195
18 (F)	048386	CLASS 3 CONCRETE BACKFILL	M3	91
19 (F)	193119	LEAN CONCRETE BACKFILL	M3	77
20	194001	DITCH EXCAVATION	M3	23

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21 (S)	203001	EROSION CONTROL (BLANKET)	M2	3200
22 (S)	020067	FIBER ROLL	M	270
23 (S)	020068	PERIMETER CONFINEMENT BARRIER	M	110
24	390095	REPLACE ASPHALT CONCRETE SURFACING	M3	17
25	390155	ASPHALT CONCRETE (TYPE A)	TONN	74
26	393001	PAVEMENT REINFORCING FABRIC	M2	65
27	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	M2	180
28	397001	ASPHALTIC EMULSION (PAINT BINDER)	TONN	0.3
29	048387	STEEL SOLDIER PILING (HP 310 X 79)	M	330
30	048388	STEEL SOLDIER PILING (HP 310 X 94)	M	271
31 (S)	048389	DRILLED HOLE (600 MM)	M	600
32 (S)	500050	TIEBACK ANCHOR	EA	30
33 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	45
34 (F)	510072	STRUCTURAL CONCRETE, BARRIER SLAB	M3	40
35 (S-F)	520106	BAR REINFORCING STEEL (EPOXY COATED)	KG	12 200
36 (F)	575004	TIMBER LAGGING	M3	67
37 (S)	048390	CLEAN AND PAINT STEEL SOLDIER PILE	LS	LUMP SUM
38 (S)	597601	PREPARE AND STAIN CONCRETE	M2	104
39	641134	450 MM PLASTIC PIPE	M	30
40	680931	150 MM PERFORATED PLASTIC PIPE UNDERDRAIN	M	60

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41	681501	FURNISH AND INSTALL DRAIN PIPE (HORIZONTAL DRAIN)	M	150
42	681502	DRILL HOLE (HORIZONTAL DRAIN)	M	150
43	690165	450 MM CORRUGATED STEEL PIPE DOWNDRAIN (1.63 MM THICK)	M	30
44	707050	DRAINAGE INLET	EA	5
45	721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	M3	17
46	750030	INLET FRAME AND GRATE	EA	5
47 (S-F)	048391	CHAIN LINK FENCE (TYPE CL-1.2, BLACK VINYL-CLAD)	M	106
48	832002	METAL BEAM GUARD RAILING (STEEL POST)	M	5
49	832003	METAL BEAM GUARD RAILING (WOOD POST)	M	110
50 (F)	833125	CONCRETE BARRIER (TYPE 25)	M	46
51	839552	TERMINAL SECTION (TYPE C)	EA	3
52	839553	END SECTION	EA	2
53	839559	TERMINAL SYSTEM (TYPE ET)	EA	1
54	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	50

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

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**SPECIAL PROVISIONS**

**Annexed to Contract No. 04-1S5704**

**SECTION 1. SPECIFICATIONS AND PLANS**

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

**SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

**2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

If the Bidder submits cash or a cashier's check or a certified check as the form of bidder's security (See Section 2-1.07 of the Standard Specifications), the Bidder shall also include with the bid submittal a signed and notarized affidavit from an admitted surety insurer that contract bonds, as required by Section 3-1.02, "Contract Bonds," of the Standard Specifications, will be provided within the time specified elsewhere in these special provisions for executing and returning the contract for approval.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Division Of Construction - Duty Senior, Mail Station: 3 - B, 111 Grand Avenue / P. O. Box 23660, Oakland, Ca 94623-0660, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

If the bidder claims a mistake was made in his bid, the bidder shall give the Department written notice within 2 hours after the opening of bids of the alleged mistake, in lieu of the 5 days specified in Section 2-1.095, "Relief of Bidders," in the Standard Specifications. The notice of alleged mistake shall specify in detail how the mistake occurred.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.



## **2-1.015 FEDERAL LOBBYING RESTRICTIONS**

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

## **2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The bidder will meet the goal by performing work with its own forces.
  - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:

1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

G. Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.
- J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

## 2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 8 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:	Districts 08, 11 and 12:
Triaxial Management Services, Inc. - Oakland  1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792	Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108
Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:	Districts 01, 02, 03 and 09:
Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128	Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173

## 2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted WITH THE BID on the "CALTRANS BIDDER - DBE INFORMATION" and "TELEPHONE LOG AND LIST OF REJECTED DBEs" forms included in the Proposal.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal shall be included in the "TELEPHONE LOG AND LIST OF REJECTED DBEs" form located in the Proposal and should include:

- A. The names, dates and times of notices of all certified DBEs solicited by telephone for this project and the dates, times and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- B. The names of DBEs who submitted bids which were not accepted and the reason for rejection of the DBE's bid.

It is the bidder's responsibility to be available, in person, the day of the bid opening to answer questions and provide good faith effort clarification. The bidder shall also assure that listed DBEs are available, by phone, on the day of the bid opening.

If it is found that the goal has not been met, the Department will review the information submitted with the bid to determine the bidder's good faith effort. In the event that the Department determines that a bidder has not made a good faith effort based on the information submitted with the bid and its independent investigation, the Department's decision will be final.

### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications, and these special provisions for the requirements and conditions concerning award and execution of contract.

It is anticipated that this contract will be awarded on the same day as bid opening.

The bidder shall have a representative available at the location of the bid opening to accept the awarded contract. It is anticipated that the representative will not be required to stay later than the close of business of the day of bid opening.

If the lowest responsible bidder does not have a representative available to accept the contract award, the contract may be awarded to the second lowest responsible bidder. If the second lowest responsible bidder does not have a representative available to accept the contract award, the contract may be awarded to the next lowest responsible bidder who has a representative available to accept the contract award.

The award of the contract, if made, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

The contract shall be signed by the successful bidder and shall be received with contract bonds by the Division of Office Engineer within 4 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation, P.O. Box 942874, Sacramento, CA 94274-0001, Attn: Office Engineer (MS 43) - Contracts.

The contractor is encouraged to execute the contract documents on the day the contract is awarded. The Department will make every effort to approve the contract on the same day when it receives the contractor-executed contract documents.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," Section 8-1.06, "Time of Completion," and Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

This work shall be diligently prosecuted to completion before the expiration of **60 WORKING DAYS beginning at 12:01 a.m. on the FIRST WORKING DAY AFTER CONTRACT AWARD.**

The Contractor shall pay to the State of California the sum of \$1100 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

The 72 hours advance notice before beginning work as referred to in Section 8-1.03, "Beginning of Work," of the Standard Specifications is changed to 24 hours advance notice for this project.

Subparagraph (a) of the second paragraph in Section 8-1.06, "Time of Completion," of the Standard specifications shall not apply to this project.

**SECTION 5. GENERAL**  
**SECTION 5-1. MISCELLANEOUS**

**5-1.01 PLANS AND WORKING DRAWINGS**

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

**5-1.015 LABORATORY**

When a reference is made in the specifications to the "Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

**5-1.017 CONTRACT BONDS**

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these special provisions. The payment bond shall be in a sum not less than the following:

- A. One hundred percent of the total amount payable by the terms of the contract when the total amount payable does not equal or exceed five million dollars (\$5,000,000).
- B. Fifty percent of the total amount payable by the terms of the contract when the total amount payable is not less than five million dollars (\$5,000,000) and does not exceed ten million dollars (\$10,000,000).
- C. Twenty-five percent of the total amount payable by the terms of the contract when the total amount payable exceeds ten million dollars (\$10,000,000).

**5-1.02 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM**  
**(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

**5-1.03 INTEREST ON PAYMENTS**

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

#### 5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - 2. Excavations less than 0.3-m deep.
  - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
  - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

#### **5-1.05 SURFACE MINING AND RECLAMATION ACT**

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

#### **5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

#### **5-1.07 YEAR 2000 COMPLIANCE**

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

#### **5-1.075 BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

### **5-1.08 SUBCONTRACTOR AND DBE RECORDS**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

### **5-1.083 DBE CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

### **5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS**

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

### **5-1.09 SUBCONTRACTING**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Contract No. «Dist»-«Contract\_No»



Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

#### **5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

#### **5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

#### **5-1.11 PARTNERING**

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the State and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

#### **5-1.12 AREAS FOR CONTRACTOR'S USE**

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the Contractor. Use of the Contractor's work areas shall be at the Contractor's own risk, and the State shall not be held liable for damage to or loss of materials or equipment located within such areas.

#### **5-1.13 PAYMENTS**

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

#### **5-1.14 SOUND CONTROL REQUIREMENTS**

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 15 m. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **5-1.15 STATE PARK REGULATIONS**

This project is located within the limits of the Mount Tamalpais State Park. The work shall be performed in conformance with State laws and with the regulations of the Department of Parks and Recreation governing preservation of natural features of parks and improvements therein.

Trees and other natural features within the park area shall be protected and safeguarded.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

#### **5-1.16 RELATIONS WITH MARIN COUNTY COMMUNITY DEVELOPMENT AGENCY**

A portion of this project is located within the jurisdiction of the Marin County Community Development Agency. A permit has been issued by the Marin County Community Development Agency. The Contractor shall be fully informed of the requirements of this permit as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the permit may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the District Director of Transportation at 111 Grand Avenue, Oakland, Ca 94623-0660.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

When the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work shall be performed which is inconsistent with the original permit or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any permit between the Department of Transportation and the Marin Development Agency will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

**SECTION 6. (BLANK)**

**SECTION 7. (BLANK)**

**SECTION 8. MATERIALS**

**SECTION 8-1. MISCELLANEOUS**

**8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS**

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the inch-pound (Imperial) system which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material as specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

**SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS**  
ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	IMPERIAL SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

**SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT, ASTM Designation: A 82**

METRIC SIZE SHOWN ON THE PLANS mm <sup>2</sup>	US CUSTOMARY UNITS SIZE TO BE SUBSTITUTED inch <sup>2</sup> x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

**SUBSTITUTION TABLE FOR BAR REINFORCEMENT**

METRIC BAR DESIGNATION NUMBER SHOWN ON THE PLANS	EQUIVALENT IMPERIAL BAR DESIGNATION NUMBER TO BE SUBSTITUTED
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

CONVERSION TABLE FOR SIZES OF:

- (1) STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55, and  
 (2) HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449

METRIC SIZE SHOWN ON THE PLANS mm	EQUIVALENT IMPERIAL SIZE inch
6, or 6.35	1/4
8 or 7.94	5/16
10, or 9.52	3/8
11, or 11.11	7/16
13 or 12.70	1/2
14, or 14.29	9/16
16, or 15.88	5/8
19, or 19.05	3/4
22, or 22.22	7/8
24, 25, or 25.40	1
29, or 28.58	1-1/8
32, or 31.75	1-1/4
35, or 34.93	1-3/8
38 or 38.10	1-1/2
44, or 44.45	1-3/4
51, or 50.80	2
57, or 57.15	2-1/4
64, or 63.50	2-1/2
70 or 69.85	2-3/4
76, or 76.20	3
83, or 82.55	3-1/4
89 or 88.90	3-1/2
95, or 95.25	3-3/4
102, or 101.60	4

**CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL**

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT US STANDARD GAGE	METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT GALVANIZED SHEET GAGE
mm	inch	mm	inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269	-----	-----
0.61	0.0239	-----	-----
0.53	0.0209	-----	-----
0.45	0.0179	-----	-----
0.42	0.0164	-----	-----
0.38	0.0149	-----	-----

**CONVERSION TABLE FOR WIRE**

METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT USA STEEL WIRE THICKNESS inch	GAGE NO.
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

**CONVERSION TABLE FOR PIPE PILES**

METRIC SIZE SHOWN ON THE PLANS mm x mm	EQUIVALENT IMPERIAL SIZE inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in inches (T") represents an exact conversion of the metric thickness in millimeters (T).

**CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER**

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	EQUIVALENT NOMINAL US SIZE inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

**CONVERSION TABLE FOR NAILS AND SPIKES**

METRIC COMMON NAIL, SHOWN ON THE PLANS  Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS  Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	EQUIVALENT IMPERIAL SIZE  Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d



**CONVERSION TABLE FOR IRRIGATION COMPONENTS**

<b>METRIC</b> <b>WATER METERS, TRUCK</b> <b>LOADING STANDPIPES,</b> <b>VALVES, BACKFLOW</b> <b>PREVENTERS, FLOW</b> <b>SENSORS, WYE</b> <b>STRAINERS, FILTER</b> <b>ASSEMBLY UNITS, PIPE</b> <b>SUPPLY LINES, AND PIPE</b> <b>IRRIGATION SUPPLY</b> <b>LINES</b> <b>SHOWN ON THE PLANS</b> <b>DIAMETER NOMINAL (DN)</b> <b>mm</b>	<b>EQUIVALENT NOMINAL</b> <b>US SIZE</b> <b>inch</b>
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

### **8-1.02 APPROVED TRAFFIC PRODUCTS**

The Department maintains the following list of Approved Traffic Products. The Engineer shall not be precluded from sampling and testing products on the list of Approved Traffic Products.

The manufacturer of products on the list of Approved Traffic Products shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

Signing and delineation materials and products shall not be used in the work unless the material or product is on the list of Approved Traffic Products.

Materials and products may be added to the list of Approved Traffic Products if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

#### **PAVEMENT MARKERS, PERMANENT TYPE**

##### **Retroreflective**

- A. Apex, Model 921 (100 mm x 100 mm)
- B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)
- C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

##### **Retroreflective With Abrasion Resistant Surface (ARS)**

- A. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
- B. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- C. 3M Series 290 (89 mm x 100 mm)

### **Retroreflective With Abrasion Resistant Surface (ARS)**

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
  - B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
  - C. Stimsonite, Model 944SB (51 mm x 100 mm)\*
  - D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)\*
- \*For use only in 114 mm wide (older) recessed slots

### **Non-Reflective For Use With Epoxy Adhesive, 100 mm Round**

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

### **Non-Reflective For Use With Bitumen Adhesive, 100 mm Round**

- A. Alpine Products, "D-Dot" and "ANR" (ABS)
- B. Apex Universal (Ceramic)
- C. Apex Universal, Model 929 (ABS)
- D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- E. Highway Ceramics, Inc. (Ceramic)
- F. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- G. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- H. Road Creations, Model RCB4NR (Acrylic)
- I. Zumar Industries, "Titan TM40A" (ABS)

## **PAVEMENT MARKERS, TEMPORARY TYPE**

### **Temporary Markers For Long Term Day/Night Use (6 months or less)**

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Davidson Plastics Corp., Model 3.0 (100 mm x 100 mm)
- C. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- D. Road Creations, Model R41C (100 mm x 100 mm)
- E. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

### **Temporary Markers For Short Term Day/Night Use (14 days or less)**

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

## **STRIPING AND PAVEMENT MARKING MATERIAL**

### **Permanent Traffic Striping and Pavement Marking Tape**

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

### **Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)**

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. P.B. Laminations, Aztec, Grade 102
- D. Swarco Industries, "Director-2"
- E. 3M, "Stamark," Series 620
- F. 3M Series A145 Removable Black Line Mask  
(Black Tape: For use only on Asphalt Concrete Surfaces)
- G. Advanced Traffic Marking Black "Hide-A-Line"

(Black Tape: For use only on Asphalt Concrete Surfaces)

- H. Brite-Line "BTR" Black Removable Tape  
(Black Tape: For use only on Asphalt Concrete Surfaces)

**Preformed Thermoplastic (Heated in place)**

- A. Flint Trading, "Premark" and "Premark 20/20 Flex"
- B. Pavemark, "Hotape"

**Removable Traffic Paint**

- A. Belpro, Series 250/252 and No. 93 Remover

**Ceramic Surfacing Laminate, 150 mm x 150 mm**

- A. Safeline Industries/Highway Ceramics, Inc.

**CLASS 1 DELINEATORS**

**One Piece Driveable Flexible Type, 1700 mm**

- A. Carsonite, Curve-Flex CFRM-400
- B. Carsonite, Roadmarker CRM-375
- C. Davidson Plastics, "Flexi-Guide Models 400 and 566"
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

**Special Use Flexible Type, 1700 mm**

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

**Surface Mount Flexible Type, 1200 mm**

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM

**CHANNELIZERS**

**Surface Mount Type, 900 mm**

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- D. Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- J. Repo, Models 300 and 400
- K. Safe-Hit, Guide Post, Model SH236SMA

**CONICAL DELINEATORS, 1070 mm**

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Roadmaker Company "Stacker"
- D. Traffix Devices "Grabber"

## **OBJECT MARKERS**

### **Type "K", 450 mm**

- A. Carsonite, Model SMD-615
- B. FlexStake, Model 701 KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

### **Type "K-4" / "Q" Object Markers, 600 mm**

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA\_WA and SH8 24GP3\_WA
- F. The Line Connection, Model DP21-4Q

## **TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS**

### **Impactable Type**

- A. ARTUK, "FB"
- B. Davidson Plastics, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100

### **Non-Impactable Type**

- A. ARTUK, JD Series
- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

## **THREE BEAM BARRIER MARKERS**

(For use to the left of traffic)

- A. Duraflex Corp., "Railrider"
- B. Davidson Plastics, "Mini" (75 mm x 254 mm)

## **CONCRETE BARRIER DELINEATORS, 400 mm**

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

- A. Davidson Plastics, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM
- C. Sun-Lab Technology, "Safety Guide Light, Model TM," 130 mm x 130 mm x 80 mm

## **CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)**

- A. Stinson Equipment Company "SaddleMarker"

## **SOUND WALL DELINEATOR**

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

- A. Davidson Plastics, PCBM S-36
- B. Sun-Lab Technology, "Safety Guide Light, Model SM12," 130 mm x 130 mm x 80 mm

## **GUARD RAILING DELINEATOR**

(Top of reflective element at 1200 mm above plane of roadway)

### **Wood Post Type, 686 mm**

- A. Carsonite, Model 427
- B. Davidson Plastics FG 427 and FG 527
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27

- E. J.Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

#### **Steel Post Type**

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

### **RETROREFLECTIVE SHEETING**

#### **Channelizers, Barrier Markers, and Delineators**

- A. 3M, High Intensity
- B. Reflexite, PC-1000 Metalized Polycarbonate
- C. Reflexite, AC-1000 Acrylic
- D. Reflexite, AP-1000 Metalized Polyester
- E. Reflexite, AR-1000 Abrasion Resistant Coating
- F. Stimsonite, Series 6200 (For rigid substrate devices only)

#### **Traffic Cones, 330 mm Sleeves**

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

#### **Traffic Cones, 100 mm and 150 mm Sleeves**

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

#### **Barrels and Drums**

- A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810

#### **Barricades: Type I, Engineer Grade**

- A. American Decal, Adcolite
- B. Avery Dennison, 1500 and 1600
- C. 3M, Scotchlite, Series CW

#### **Barricades: Type II, Super Engineer Grade**

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

#### **Signs: Type II, Super Engineer Grade**

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

#### **Signs: Type III, High-Intensity Grade**

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

#### **Signs: Type IV, High-Intensity Prismatic Grade**

- A. Avery Dennison T-6500 (Formerly Stimsonite Series 6200)

#### **Signs: Type VII, High-Intensity Prismatic Grade**

- A. 3M Series 3900

#### **Signs: Type VI, Roll-Up Signs**

- A. Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
- B. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

### **SPECIALTY SIGN (All Plastic)**

- A. All Sign Products, STOP Sign, 750 mm

### **SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS**

#### **Aluminum**

#### **Fiberglass Reinforced Plastic (FRP)**

- A. Sequentia, "Polyplate"
- B. Fiber-Brite

### **8-1.03 ENGINEERING FABRICS**

Engineering fabrics shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

## **SECTION 8-2. CONCRETE**

### **8-2.01 PORTLAND CEMENT CONCRETE**

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

Unless the use of a mineral admixture is prohibited, whenever the word "cement" is used in the Standard Specifications or the special provisions, it shall be understood to mean "cementitious material" when both of the following conditions are met:

- A. The cement content of portland cement concrete is specified, and
- B. Section 90, "Portland Cement Concrete," of the Standard Specifications is referenced.

Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494 may be used in portland cement concrete for precast steam cured concrete members.

Section 90-1.01, "Description," of the Standard Specifications is amended to read:

#### **90-1.01 DESCRIPTION**

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- Unless otherwise specified, cementitious material to be used in portland cement concrete shall conform to the provisions for cement and mineral admixtures in Section 90-2, "Materials," and shall be either: 1) "Type IP (MS) Modified" cement or 2) a combination of "Type II Modified" portland cement and mineral admixture.
- Concrete for each portion of the work shall comply with the provisions for the Class, cementitious material content in kilograms per cubic meter, 28-day compressive strength, minor concrete or commercial quality concrete, as shown on the plans or specified in these specifications or the special provisions.
  - Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
  - Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
  - Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
  - Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
  - Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m <sup>3</sup> )
Concrete which is designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min., 475 max.
Roof sections of exposed top box culverts	400 min., 475 max.
Other portions of structures	350 min., 475 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min.
Roof sections of exposed top box culverts	400 min.
Prestressed members	400 min.
Seal courses	400 min.
Other portions of structures	350 min.
Concrete for precast members	350 min., 550 max.

• Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be considered to be designated by compressive strength. If the plans show a 28-day compressive strength which is 31 MPa or greater, an additional 7 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans which are 25 MPa or less are shown for design information only and are not to be considered a requirement for acceptance of the concrete.

• Concrete designated by compressive strength shall be proportioned such that the concrete will conform to the strength shown on the plans or specified in the special provisions.

• The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete.

• Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.

• Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.

• If any concrete used in the work has a cementitious material content, consisting of cement, mineral admixture, or cement plus mineral admixture, which is less than the minimum required for the work, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.55 for each kilogram of cement, mineral admixture, or cement plus mineral admixture which is less than the minimum required for the work. The Department may deduct the amount from moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions for cementitious material content will be made based on the results of California Test 518.

• The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

• Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.

The first paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

#### **90-2.01 PORTLAND CEMENT**

• Unless otherwise specified, portland cement shall be either "Type IP (MS) Modified" cement or "Type II Modified" portland cement.

• "Type IP (MS) Modified" cement shall conform to the specifications for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate mixture of Type II cement and not more than 25 percent of a mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

• "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.

• In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:

- A. The cement shall not contain more than 0.60 percent by mass of alkalis, calculated as the percentage of Na<sub>2</sub>O plus 0.658 times the percentage of K<sub>2</sub>O, when determined by either direct intensity flame photometry or by the atomic

absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114.

- B. The autoclave expansion shall not exceed 0.50 percent.
- C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

The second paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

- Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150, and the additional requirements listed above for Type II Modified portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.

The third paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is deleted.

The twelfth paragraph in Section 90-2.02, "Aggregates," of the Standard Specifications is deleted.

The first paragraph in Section 90-2.03, "Water," of the Standard Specifications is amended to read:.

### 90-2.03 WATER

- In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO<sub>4</sub>. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO<sub>4</sub>. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

The following section is added to Section 90-2, "Materials," of the Standard Specifications:

### 90-2.04 ADMIXTURE MATERIALS

- Admixture materials shall conform to the requirements in the following ASTM Designations:
  - A. Chemical Admixtures—ASTM Designation: C 494.
  - B. Air-entraining Admixtures—ASTM Designation: C 260.
  - C. Calcium Chloride—ASTM Designation: D 98.
  - D. Mineral Admixtures—Coal fly ash, raw or calcined natural pozzolan as specified in ASTM Designation: C618. Silica fume conforming to the requirements in ASTM Designation: C1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design or metakaolin conforming to the requirements in ASTM Designation: C618, Class N and to the following chemical and physical requirements:

Chemical Requirements	Percent
Silicon dioxide (SiO <sub>2</sub> ) + Aluminum Oxide (Al <sub>2</sub> O <sub>3</sub> )	92.0 min.
Calcium Oxide (CaO)	1.0 max.
Sulfur Trioxide (SO <sub>3</sub> )	1.0 max.
Loss on Ignition	1.2 max.
Available Alkalies (as Na <sub>2</sub> O) equivalent	1.0 max.

  

Physical Requirements	Percent
Retained 45-µm (No. 325) sieve	2.0 max.
Strength Activity Index with Portland cement:	
at 7 days	100 (minimum % of control)
at 28 days	100 (minimum % of control)

- Mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."



The first paragraph in Section 90-3.03, "Fine Aggregate Grading," is amended to read:

Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
9.5-mm	100	100
4.75-mm	95-100	93-100
2.36-mm	65-95	61-99
1.18-mm	$X \pm 10$	$X \pm 13$
600- $\mu$ m	$X \pm 9$	$X \pm 12$
300- $\mu$ m	$X \pm 6$	$X \pm 9$
150- $\mu$ m	2-12	1-15
75- $\mu$ m	0-8	0-10

Section 90-4.02, "Materials," of the Standard Specifications is amended to read:

#### **90-4.02 MATERIALS**

- Admixture materials shall conform to the provisions in Section 90-2.04, "Admixture Materials."

Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications is amended to read:

#### **90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES**

- The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate concrete construction application subject to the following conditions:
  - A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter.
  - B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

Section 90-4.07, "Optional Use of Air-entraining Admixtures," of the Standard Specifications is amended to read:

#### **90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES**

- When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate as provided in Section 40-1.015, "Cement Content."

Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications is amended to read:

#### **90-4.08 REQUIRED USE OF MINERAL ADMIXTURES**

- Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material for use in portland cement concrete.
- The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C618.
- The amounts of cement and mineral admixture used in cementitious material for portland cement concrete shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:
  - A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.

- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
1. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
  2. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
  3. When a mineral admixture is used, which conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
  4. When a mineral admixture is used, which conforms to the provisions for metakaolin in Section 90-2.04, "Admixture Materials," the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
  5. When a mineral admixture, which conforms to the provisions for metakaolin in Section 90-2.04, "Admixture Materials," is used in combination with other mineral admixtures, which conforms to the requirements of ASTM Designation: C618 and to the provisions in Section 90-2.04, the total amount of mineral admixture shall not be less than 20 percent by mass of the total cementitious materials and the amount of metakaolin shall not be less than 5 percent by mass of the total cementitious materials to be used in the mix.
- C. If more than the required amount of cementitious material is used, the additional cementitious material in the mix may be either cement, a mineral admixture conforming to the provisions in Section 90-2.04, "Admixture Materials," or a combination of both; however, the maximum total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

Section 90-4.09, "Optional Use of Mineral Admixtures," of the Standard Specifications is deleted.

Section 90-4.11, "Storage, Proportioning, and Dispensing of Mineral Admixtures," of the Standard Specifications is amended to read:

#### **90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES**

- Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection, and identification for each shipment.
- Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.
- Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.
- When interlocks are required for cement and mineral admixture charging mechanisms by Section 90-5.03A, "Proportioning for Pavement," and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.

Section 90-5.02, "Proportioning Devices," of the Standard Specifications is amended to read:

#### **90-5.02 PROPORTIONING DEVICES**

- Weighing, measuring or metering devices used for proportioning materials shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems used shall comply with the provisions for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." These

automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and mineral admixture for one batch of concrete is a single operation of a switch or starter.

- Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.

- Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.

- Equipment for cumulative weighing of aggregate shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be  $\pm 0.5$  percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of  $\pm 0.5$  percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of  $\pm 0.5$  percent of its designated mass or volume.

- The mass indicated for a batch of material shall not vary from the preselected scale setting by more than the following:

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses.
- B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses.
- C. Water shall be within 1.5 percent of its designated mass or volume.

- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5 kg graduations.

Section 90-5.03, "Proportioning," excluding Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

### **90-5.03 PROPORTIONING**

- Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.

- At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.

- Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.

- Bulk "Type IP (MS) Modified" cement that conforms to the provisions in Section 90-2.01, "Portland Cement," shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.

- Bulk cement to be blended with mineral admixture for use in portland cement concrete for pavement and structures may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper with mineral admixture and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and mineral admixture are weighed cumulatively, the cement shall be weighed first.

- When cement and mineral admixtures are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture shall be individual and distinct from other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the mineral admixture shall be discharged into the mixer simultaneously with the aggregate.

- The scale and weigh hopper for bulk weighing cement, mineral admixture, and cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.

- When the source of an aggregate is changed for concrete structures, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using such aggregates. When the source of an aggregate is changed for other concrete, the Engineer shall be allowed sufficient time to adjust the mix and such aggregates shall not be used until necessary adjustments are made.

- For batches with a volume of one cubic meter or more, the batching equipment shall conform to one of the following combinations:

- A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
- B. Single box and scale indicator for all aggregates.
- C. Single box or separate boxes and automatic weighing mechanism for all aggregates.

- In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor's expense on scales designated by the Engineer.

Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

#### **90-5.03A PROPORTIONING FOR PAVEMENT**

- Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to the provisions in this Section 90-5.03A.

- The Contractor shall install and maintain in operating condition an electrically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.

- The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses which are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture or cement plus mineral admixture into the aggregate as directed by the Engineer.

- When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

- Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

- When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.

- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

The third paragraph in Section 90-6.01, "General," of the Standard Specifications is amended to read:

- Concrete shall be homogeneous and thoroughly mixed. There shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.

The third and fourth paragraphs in Section 90-6.02, "Machine Mixing," of the Standard Specifications are amended to read:

- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.

- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, or in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cementitious material in the concrete mixture.

The sixth paragraph in Section 90-6.02, "Machine Mixing," of the Standard Specifications is amended to read:

- The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.

The seventh through tenth paragraphs in Section 90-6.03, "Transporting Mixed Concrete," of the Standard Specifications are amended to read:

- When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, a time less than 1.5 hours may be required.
- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.
- Each load of concrete delivered at the job site shall be accompanied by a weight certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weight certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.
- Weight certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be LFCR (one line, separate record) with allowances for sufficient fields to satisfy the amount of data required by these specifications.
- The Contractor may furnish a weight certificate that is accompanied by a separate certificate which lists the actual batch masses or measurements for a load of concrete provided that both certificates are 1) imprinted with the same non-repeating load number that is unique to the contract and 2) delivered to the job site with the load.
- Weight certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Section 90-6.05, "Hand-Mixing," of the Standard Specifications is amended to read:

#### **90-6.05 HAND-MIXING**

- Hand-mixed concrete shall be made in batches not more than one-fourth cubic meter and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

The table in the first paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is replaced with the following table:

Type of Work	Nominal Penetration (mm)	Maximum Penetration (mm)
Concrete pavement	0-25	40
Non-reinforced concrete facilities	0-35	50
Reinforced concrete structures:		
Sections over 300 mm thick	0-35	65
Sections 300 mm thick or less	0-50	75
Concrete placed under water	75-100	115
Cast-in-place concrete piles	65-90	100

The first paragraph following the table of penetration ranges in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

- The amount of free water used in concrete shall not exceed 183 kg/m<sup>3</sup>, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m<sup>3</sup>.

The fourth paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

- Where there are adverse or difficult conditions which affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.

Section 90-9.01, "General," of the Standard Specifications is amended to read:

#### **90-9.01 GENERAL**

- Concrete compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.
- The compressive strength of concrete will be determined from test cylinders which have been fabricated from concrete sampled in conformance with California Test 539. Test cylinders will be molded and initial field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.
- When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.
- When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall, at the Contractor's expense, make corrective changes, subject to approval by the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test which indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."
- If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.
- No single compressive strength test shall represent more than 250 cubic meters.

- When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders which have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. When the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

- If concrete is specified by compressive strength, then materials, mix proportions, mixing equipment, and procedures proposed for use shall be prequalified prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

- Certified test data, in order to be acceptable, must indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.

- Trial batch test reports, in order to be acceptable, must indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches which were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

- Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.

- The certified test data and trial batch test reports shall include the following information:

- A. Date of mixing.
- B. Mixing equipment and procedures used.
- C. The size of batch in cubic meters and the mass, type and source of ingredients used.
- D. Penetration of the concrete.
- E. The air content of the concrete if an air-entraining admixture is used.
- F. The age at time of testing and strength of concrete cylinders tested.

- Certified test data and trial batch test reports shall be signed by an official of the firm which performed the tests.

- When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.

- After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes which, in the judgment of the Engineer, could result in a lowering of the strength of the concrete below that specified.

- The Contractor's attention is directed to the time required to test trial batches. The Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.

- When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

Section 90-10.02A, "Portland Cement," of the Standard Specifications is renamed "Cementitious Material" and is amended to read:

#### **90-10.02A CEMENTITIOUS MATERIAL**

- Cementitious material shall conform to the provisions in Section 90-1.01, "Description." Compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.

The fifth paragraph in Section 90-10.02B, "Aggregate," of the Standard Specifications is deleted.

Section 90-10.03, "Production," of the Standard Specifications is amended to read:

### **90-10.03 PRODUCTION**

- Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice, which will result in concrete that is thoroughly and uniformly mixed, which is suitable for the use intended, and which conforms to provisions specified herein. Recognized standards of good practice are outlined in various industry publications such as those issued by American Concrete Institute, AASHTO, or California Department of Transportation.
- The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."
- The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.
- Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered as conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.
- The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.
- Each load of ready-mixed concrete shall be accompanied by a weight certificate which shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weight certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.
- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

The third and fourth paragraphs in Section 90-11.02, "Payment," of the Standard Specifications are amended to read:

- Should the Engineer order the Contractor to incorporate admixtures into the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D.
- Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them in the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

## **SECTION 8-3. WELDING**

### **8-3.01 WELDING ELECTRODES**

Flux core welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform any type of welding for this project.

### **8-3.02 WELDING QUALITY CONTROL**

Welding quality control shall conform to the requirements in the AWS welding codes, the Standard Specifications, and these special provisions.

Welding quality control shall apply when any work is welded in conformance with the provisions in Section 49, "Piling," Section 52, "Reinforcement," Section 55, "Steel Structures," Section 56-1, "Overhead Sign Structures," Section 75-1.035, "Bridge Joint Restrainer Units," or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

Wherever reference is made to the following AWS welding codes in the Standard Specifications, on the plans or in these special provisions, the year of adoption for these codes shall be as listed:



AWS Code	Year of Adoption
D1.1	1998
D1.4	1992
D1.5	1995
D1.5 (metric only)	1996

All requirements of the AWS welding codes shall apply unless specified otherwise in the Standard Specifications, on the plans or in these special provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or ANSI/AASHTO/AWS.

The welding of all fracture critical members (FCMs) shall conform to the provisions specified in the Fracture Control Plan (FCP) and herein.

The Contractor shall designate in writing a welding Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for the quality of welding, including materials and workmanship, performed by the Contractor and all subcontractors.

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, and approving all correspondence, required submittals, and reports to and from the Engineer.

The QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

Welding inspection personnel or nondestructive testing (NDT) firms to be used in the work shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project, except for the following conditions:

- A. The welding is performed at a permanent fabrication facility which is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges.
- B. The welding is performed at a permanent fabrication facility which is certified under the AISC Quality Certification Program, Category Sbd, Conventional Steel Building Structures. This condition shall apply only for work welded in conformance with the provisions in Section 56-1, "Overhead Sign Structures" or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

For welding performed at such certified facilities, the inspection personnel or NDT firms may be employed or compensated by the fabrication facility performing the welding.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a pre-welding meeting between the Engineer, Contractor and any welding subcontractors or entities hired by these subcontractors to be used in the work, shall be held to discuss the requirements for the WQCP.

Prior to performing any welding, the Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 3 copies of a separate WQCP for each item of work for which welding is to be performed. As a minimum, each WQCP shall include the following:

- A. The name of the welding firm and the NDT firm to be used;
- B. A manual prepared by the NDT firm that shall include equipment, testing procedures, code of safe practices, the Written Practice of the NDT firm, and the names, qualifications and documentation of certifications for all personnel to be used;
- C. The name of the QCM and the names, qualifications and documentation of certifications for all Quality Control (QC) Inspectors and Assistant Quality Control Inspectors to be used;
- D. An organizational chart showing all QC personnel and their assigned QC responsibilities;
- E. The methods and frequencies for performing all required quality control procedures, including QC inspection forms to be used, as required by the specifications including:
  1. all visual inspections;
  2. all NDT including radiographic geometry, penetrometer and shim selection, film quality, film processing, radiograph identification and marking system, and film interpretation and reports; and
  3. calibration procedures and calibration frequency for all NDT equipment;
- F. A system for the identification and tracking of all welds, NDT and any required repairs, and a procedure for the reinspection of any repaired welds. The system shall have provisions for 1) permanently identifying each weld and the person who performed the weld, 2) placing all identification and tracking information on each radiograph and 3) a method of reporting nonconforming welds to the Engineer;

- G. Standard procedures for performing noncritical repair welds. Noncritical repair welds are defined as welds to deposit additional weld beads or layers to compensate for insufficient weld size and to fill limited excavations that were performed to remove unacceptable edge or surface discontinuities, rollover or undercut. The depth of these excavations shall not exceed 65 percent of the specified weld size;
- H. The welding procedure specification (WPS), including documentation of all supporting Procedure Qualification Record (PQR) tests performed, and the name of the testing laboratory who performed the tests, to verify the acceptability of the WPS. The submitted WPS shall be within the allowable period of effectiveness;
- I. Documentation of all certifications for welders for each weld process and position that will be used. Certifications shall list the electrodes used, test position, base metal and thickness, tests performed, and the witnessing authority. All certifications shall be within the allowable period of effectiveness; and
- J. One copy each of all AWS welding codes and the FCP which are applicable to the welding to be performed. These codes and the FCP shall become the permanent property of the Department.
- K. Example forms to be used for Certificates of Compliance, daily production logs, and daily reports.

The Engineer shall have 10 working days to review the WQCP submittal after a complete plan has been received. No welding shall be performed until the WQCP is approved in writing by the Engineer. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the WQCP, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

An amended WQCP or addendum shall be submitted to, and approved in writing by the Engineer, for any proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for any revisions to the WQCP, including but not limited to a revised WPS, additional welders, changes in NDT firms or procedures, QC or NDT personnel, or updated systems for tracking and identifying welds. The Engineer shall have 3 working days to complete the review of the amended WQCP or addendum. Work that is affected by any of the proposed revisions shall not be performed until the amended WQCP or addendum has been approved. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the amended WQCP or addendum, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of each of these approved documents.

It is expressly understood that the Engineer's approval of the Contractor's WQCP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and specifications. The Engineer's approval shall not constitute a waiver of any of the requirements of the plans and specifications nor relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding approval of the WQCP.

A daily production log for welding shall be kept by the QCM for each day that welding is performed. The log shall clearly indicate the locations of all welding, and shall include the welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each Quality Control Inspector shall also be included in the log.

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 7 days following the performance of any welding:

- A. Reports of all visual weld inspections and NDT;
- B. Radiographs and radiographic reports, and other required NDT reports;
- C. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests, corrected all rejectable deficiencies, and all repaired welds have been reexamined by the required NDT and found acceptable; and
- D. Daily production log.

All radiographic envelopes shall have clearly written on the outside of the envelope the following information: name of the QCM, name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers or a report number, as detailed in the WQCP. In addition, all innerleaves shall have clearly written on them the part description and all included weld numbers, as detailed in the WQCP.

All reports regarding NDT, including radiographs, shall be signed by both the NDT technician and the person that performed the review, and then submitted directly to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or typewritten next to all signatures.

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Except for steel piling, the Engineer shall be allowed 7 days to review the report and respond in writing after a complete Welding Report has been received. The review time for steel piling shall be as specified in "Piling" of these special provisions. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in

concrete or cover any welds for which a Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase or cover any welds pending notification by the Engineer, and should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Sections 6.1.2 through 6.1.4.3 of AWS D 1.1, Sections 7.1.1 and 7.1.2 of AWS D 1.4, and Sections 6.1.1.1 through 6.1.3.3 of AWS D 1.5 are replaced with the following:

Quality Control (QC) shall be the responsibility of the Contractor. As a minimum, the Contractor shall perform inspection and testing prior to welding, during welding and after welding as specified in this section and additionally as necessary to ensure that materials and workmanship conform to the requirements of the contract documents.

The Quality Control (QC) Inspector shall be the duly designated person who performs inspection, testing, and quality matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

All QC Inspectors shall be responsible for quality control acceptance or rejection of materials and workmanship, and shall be currently certified as AWS Certified Welding Inspectors (CWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors."

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors," or has equivalent qualifications. The QC Inspector shall monitor the Assistant QC Inspector's work, and shall be responsible for signing all reports.

When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

Section 6.14.6, "Personnel Qualification," of AWS D 1.1, Section 7.7.6, "Personnel Qualification," of AWS D 1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D 1.5 are replaced with the following:

Personnel performing NDT shall be qualified in conformance with the requirements in the current edition of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the requirements of the current edition of the ASNT Recommended Practice No. SNT-TC-1A. Only individuals who are 1) qualified for NDT Level II, or 2) Level III technicians who have been directly certified by the ASNT and are authorized to perform the work of Level II technicians, shall perform NDT, review the results, and prepare the written reports.

Section 6.5.4, "Scope of Examination," of AWS D 1.1 and Section 7.5.4 of AWS D 1.4 are replaced with the following:

The QC Inspector shall inspect and approve the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met.

Section 6.5.4 of AWS D 1.5 is replaced with the following:

The QC Inspector shall inspect and approve the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met. The QC Inspector shall examine the work to make certain that it meets the requirements of section 3 and 9.21. The size and contour of welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities should be aided by strong light magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, Quality Control Inspector, or NDT personnel to specified levels by retests or other means.

A sufficient number of QC Inspectors shall be provided to ensure continuous inspection when any welding is being performed. Continuous inspection, as a minimum, shall include (1) having QC Inspectors continually present on all shifts when any welding is being performed, or (2) having a QC Inspector within such close proximity of all welding operations that inspections by the QC Inspector of each operation, at each welding location, shall not lapse for a period exceeding 30 minutes.

Inspection and approval of the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day that welding is performed.

The QC Inspector shall provide reports to the QCM on a daily basis for each day that welding is performed.

Except for noncritical weld repairs, base metal repairs, or any other type of repairs not submitted in the WQCP, the Engineer shall be notified immediately in writing when any welding problems or deficiencies are discovered and also of the proposed repair procedures to correct them. The Engineer shall have 5 working days to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the proposed repair procedures, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

When joint details that are not prequalified by the applicable AWS codes are proposed for use in the work, all welders using these details shall perform a qualification test plate using the approved WPS variables and the joint detail to be used in production. The test plate shall be the maximum thickness to be used in production. The test plate shall be mechanically or radiographically tested as directed by the Engineer. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. A valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's work remains satisfactory.

All qualification tests for welders, welding operators, and WPSs used in welding operations will be witnessed by the Engineer.

Section 6.6.5, "Nonspecified Nondestructive Testing Other Than Visual," of AWS D 1.1, Section 6.6.5 of AWS D 1.4 and Section 6.6.5 of AWS D 1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS welding codes, in the Standard Specifications or in these special provisions. Additional NDT required by the Engineer, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Should any welding deficiencies be discovered by this additional NDT, the cost of the testing will not be paid for as extra work and shall be at the Contractor's expense.

All required repair work to correct welding deficiencies, whether discovered by the required visual inspection or NDT, or by additional NDT directed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

At the completion of all welding, the QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each item of work for which welding was performed. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans and the provisions of the Standard Specifications and these special provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

## **SECTION 9. DESCRIPTION OF STRUCTURE WORK**

The structure work to be done consists, in general, of:

### **RETAINING WALL AT KP 14.8**

Constructing a tieback retaining wall consisting of steel soldier piling in drilled holes backfilled with concrete, a double row of tiebacks anchored against reinforced concrete walers, treated timber lagging, and vinyl-clad chain link fence.

### **RETAINING WALL AT KP 15.3**

Constructing a cantilevered retaining wall consisting of steel soldier piling in drilled holes backfilled with concrete, treated timber lagging, and Type 25 concrete barrier on a reinforced concrete barrier slab with vinyl-clad chain link fence placed on the concrete barrier and barrier slab.

## **SECTION 10. CONSTRUCTION DETAILS**

### **SECTION 10-1. GENERAL**

#### **10-1.01 CONSTRUCTION PROJECT INFORMATION SIGNS**

Before any major physical construction work readily visible to highway users is started on this contract, the Contractor shall furnish and erect 2 Type 1 Construction Project Information signs at the locations designated by the Engineer.

The signs and overlays shall be of a type and material consistent with the estimated time of completion of the project and shall conform to the details shown on the plans.

The sign letters, border and the Department's construction logos shall conform to the colors (non-reflective) and details shown on the plans, and shall be on a white background (non-reflective). The colors blue and orange shall conform to PR Color Number 3 and Number 6, respectively, as specified in the Federal Highway Administration's Color Tolerance Chart.

The sign message to be used for fund types shall consist of the following, in the order shown:

#### **FEDERAL HIGHWAY TRUST FUNDS STATE HIGHWAY FUNDS**

The sign message to be used for type of work shall consist of the following:

#### **HIGHWAY IMPROVEMENT**

The sign message to be used for the Year of Completion of Project Construction will be furnished by the Engineer. The Contractor shall furnish and install the "Year" sign overlay within 10 working days of notification of the year date to be used.

The letter sizes to be used shall be as shown on the plans. The information shown on the signs shall be limited to that shown on the plans.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the construction project information signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefor.

#### **10-1.02 ORDER OF WORK**

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

As the first order of work, the Contractor shall furnish the Engineer with a statement from the treated timber lagging supplier and from the steel soldier pile supplier that the orders for the treated timber lagging and the steel soldier piles have been received and accepted by said suppliers, and these statements shall be furnished within 7 calendar days after the contract has been approved. The said statements shall give the date that the treated timber lagging and painted steel soldier piles will be delivered on-site. If the Contractor has the necessary materials on hand, he will not be required to furnish the supplier's statement.

Drilling holes for steel soldier piling shall not begin until the painted steel soldier piles are delivered on site.

Submitting working drawings for earthwork related to the soldier pile wall and for tieback anchors shall be a first order of work and shall conform to the requirements in "Soldier Pile Wall Earthwork" in "Earthwork" and in "Tieback Anchors" of these special provisions.

Excavation shall be performed in lifts in conformance with the requirements in "Soldier Pile Wall Earthwork" in "Earthwork" of these special provisions.

Tieback anchors shall be installed in stages in conformance with the requirements in "Tieback Anchors" of these special provisions.

Temporary Fence (Type ESA) shall be installed as the first order of work, as shown on the plans and as directed by the Engineer. Attention is directed to "Temporary Fence (Type ESA)" of these special provisions.

Temporary silt fence and perimeter confinement barrier shall be installed prior to begin any earthwork activities. Attention is directed to "Temporary Silt Fence" and "Perimeter Confinement Barrier" of these special provisions.

Additional drainage work involving adjusting existing drainage inlets to grade shall be performed by the Contractor as directed by the Engineer, and will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

At those locations exposed to public traffic where guard railings are to be constructed, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing posts installed without the blocks and rail elements assembled and mounted thereon.

#### **10-1.03 ENVIRONMENTALLY SENSITIVE AREA**

The Contractor's attention is directed to the designated Environmentally Sensitive Area (ESA) as shown on the plans, and to certain State and Federal regulations which may pertain to such areas. The exact boundaries of the environmentally sensitive area shall be established by the Engineer.

Neither the Contractor or his employees shall be allowed access to the ESA, unless authorized in writing by the Engineer. The Contractor shall take positive measures to ensure that his forces stay out of these areas, including giving written notice to his employees and subcontractors. No storage or transport of any hydrocarbon and lead contaminated materials are allowed within the ESA boundaries.

Attention is directed to "Order of Work" and "Temporary Fence" of these special provisions.

Full compensation for complying with State or Federal regulations and protecting the environmentally sensitive areas shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefor.

The Contractor shall be required to pay the cost of any mitigation or repairs to the environmentally sensitive areas, shown on the plans or fenced with temporary fencing, that are damaged or impacted by reason of the Contractor's or his subcontractor's operations and deductions from any moneys due or to become due the Contractor will be made to cover such cost.

#### **10-1.04 WATER POLLUTION CONTROL**

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

This project shall conform to the requirements of General Construction Activity Storm Water Permit No. CAS000002, Order No. 99-08-DWQ, and Caltrans Statewide Storm Water Permit No. CAS000003, Order No. 99-06-DWQ, issued by the State Water Resources Control Board. These Permits, hereafter referred to as the "Permit," regulate storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook and Permit may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

In addition, a Conceptual Storm Water Pollution Prevention Plan, hereafter referred to as the "CSWPPP" has been prepared for this project by the Department. The CSWPPP shall be used as a reference tool for developing the contract specific Storm Water Pollution Prevention Plan. Copies of the CSWPPP is available for review only at 111 Grand Avenue, Oakland, California 94612 by contacting the Construction Duty Senior, telephone number (510) 286-5209 to reserve a copy at least 24 hours in advance.

The Contractor shall know and fully comply with the applicable provisions of the Handbook, Permit, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain a copy of the Permit at the project site and shall make the Permit available during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control," including but not limited to, compliance with the applicable provisions of the Handbook, Permit and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, some of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions of this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

At reasonable times and upon presentation of credentials and other documents as may be required by law, the Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the local storm water management agency to:

- A. Enter upon the construction site and the Contractor's facilities pertinent to the work;
- B. Have access to and copy records that must be kept as specified in the Permit;
- C. Inspect the construction site and related soil stabilization practices and sediment control measures; and
- D. Sample or monitor for the purpose of ensuring compliance with the Permit.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

#### **STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND UPDATES**

As part of the water pollution control work, a Storm Water Pollution Prevention Plan, hereafter referred to as the "SWPPP," is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, the requirements of the Permit, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be deemed to fulfill the provisions in Section 7-1.01G of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the SWPPP has been approved by the Engineer.

Within 5 days after the approval of the contract, the Contractor shall submit 3 copies of the SWPPP to the Engineer. The Engineer will have 3 days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 3 days of receipt of the Engineer's comments. The Engineer will have 1 day to review the revisions. Upon the Engineer's approval of the SWPPP, 3 additional copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed.

The SWPPP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site both during and after construction is completed under this contract.

The SWPPP shall incorporate control measures in the following categories:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. Non-storm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. The special minimum requirements listed below supersede the minimum requirements listed in the Handbook for the same category. When minimum requirements are listed for any category, the Contractor shall incorporate into the SWPPP, and implement on the project, the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and

shall incorporate into the SWPPP and implement on the project the control measures necessary to meet the objectives of the SWPPP. The Contractor shall document the selection process in conformance with the procedure specified in the Handbook. The following special minimum requirements are established:

Category	Minimum Requirement(s)
Soil Stabilization Practices	CD22 Scheduling, CD23 Preservation of Existing Vegetation, CD26B Geotextiles, Mats/Plastic Covers & Erosion Control Blankets
Sediment Control Practices	CD 37(2) Straw Bale Barrier, CD 38(2) Sand Bag Barrier
Non-Storm Water Management & Waste Management & Disposal	CD10 Material Delivery & Storage, CD12 Spill Prevention and Control, CD13 Solid Waste Management, CD17 Sanitary/Septic Waste Management, CD18 Vehicle and Equipment Cleaning, CD19 Vehicle and Equipment Fueling, CD20 Vehicle and Equipment Maintenance, CD44 Illicit Discharge/Illegal Dumping Reporting

The following contract items of work, where shown on the project plans, shall be incorporated in the SWPPP as critical temporary control measures: Temporary Silt Fence, Temporary Cover, Temporary Fence (Type ESA), Temporary Entrance/Exit, and Temporary Concrete Washout Facility. The Contractor shall consider other control measures to supplement the critical temporary control measures when necessary to meet the pollution control objectives of the SWPPP.

The following contract items of work, as shown on the project plans, shall be incorporated in the SWPPP as permanent post-construction control measures: Fiber Roll, Erosion Control (Blanket), Perimeter Confinement Barrier. These control measures shall be utilized as construction period control measures. Attention is directed to "Order of Work" of these special provisions. The Contractor shall consider other control measures to supplement these permanent, post-construction control measures when necessary to meet the pollution control objectives of the SWPPP. The Contractor shall maintain and protect the permanent control measures throughout the duration of the project and shall restore these controls to the lines and grades shown on the plans prior to acceptance of the project.

The SWPPP shall include, but not limited to, the following items as described in the Handbook and Permit:

- A. Source Identification;
- B. Erosion and Sediment Controls;
- C. Non-Storm Water Management;
- D. Waste Management and Disposal;
- E. Maintenance, Inspection and Repair;
- F. Training;
- G. List of Contractors and Subcontractors;
- H. Post-Construction Storm Water Management;
- I. Preparer;
- J. A copy of the Notice of Construction (NOC) submitted by the Department for this project;
- K. Copy of the Permit;
- L. BMP Consideration Checklist;
- M. SWPPP Checklist;
- N. Schedule of Values; and
- O. Water Pollution Control Drawings.

The Contractor shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The SWPPP shall be amended if the SWPPP is in violation of any condition of the Permit, or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved



SWPPP. Approved amendments shall be dated and logged in the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations.

The Contractor shall keep a copy of the SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency or the local storm water management agency. Requests by the public shall be directed to the Engineer.

By June 15 of each year, the Contractor shall submit an annual certification to the Engineer stating conformance with the requirements governing the Permit. If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within 2 days of identification of non-compliance.

### **SCHEDULE OF VALUES**

The Contractor shall submit with the SWPPP, for approval by the Engineer, a schedule of values detailing the cost breakdown of the contract lump sum item for water pollution control. The cost breakdown shall include both the special minimum requirements required by the Department and those selected by the Contractor for this project. The schedule of values shall reflect the total items of work, including both those required by the Department and those selected by the Contractor. The Contractor shall indicate quantities and costs for the control measures shown in the schedule of values, except for critical temporary controls and permanent control measures which are shown on the project plans and for which there is a contract item of work. Adjustments in the items of work and quantities listed in the schedule of values shall be made when required to address approved amendments to the SWPPP.

The sum of the amounts for the units of work listed in the schedule of values shall be equal to the contract lump sum price for water pollution control.

If approved in writing by the Engineer, the schedule of values will be used to determine progress payments for water pollution control during the progress of the work. The schedule of values will be used as the basis for calculating any adjustment in compensation for the contract item for water pollution control due to changes in the work ordered by the Engineer.

### **SWPPP IMPLEMENTATION**

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between October 1st and May 1st.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas on the project site shall be completed, except as provided for below, not later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be not more than 2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 125 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the SWPPP.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the SWPPP for sediment tracking, wind erosion, non-storm water management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions of this section "Water Pollution Control" as determined by the Engineer.

## **MAINTENANCE**

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the CSWPPP shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

Inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After any precipitation which causes runoff;
- C. At 24 hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every week.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the State.

## **PAYMENT**

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate; and
- B. After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," payment for the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those shown on the plans and for which there is a contract item of work, and excluding developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Changes in control measures required by an approved amendment to the SWPPP, except changes to those control measures shown on the plans and for which there is a contract item of work, will be considered extra work as provided in Section 4-1.03D of the Standard Specifications and the following:

- A. If the control measure is listed in the approved SWPPP schedule of values, an adjustment in compensation for the contract item for water pollution control will be made by applying the increase or decrease in quantities to the approved schedule of values. No adjustment of compensation will be made to the unit price listed for items in the schedule of values due to any increase or decrease in the quantities, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to items listed in the schedule of values.
- B. If the control measure is not listed in the approved SWPPP schedule of values, payment will be made by force account.

Those control measures which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that an approved SWPPP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

WATER POLLUTION CONTROL SCHEDULE OF VALUES				
Contract No. 04-1S5704				
UNIT DESCRIPTION	UNIT	QUANTITY	VALUE	AMOUNT
CD10 Material Delivery & Storage	LS	Lump Sum		
CD12 Spill Prevention and Control	LS	Lump Sum		
CD13 Solid Waste Management	LS	Lump Sum		
CD17 Sanitary/Septic Waste Management	LS	Lump Sum		
CD18 Vehicle and Equipment Cleaning	LS	Lump Sum		
CD19 Vehicle and Equipment Fueling	LS	Lump Sum		
CD20 Vehicle and Equipment Maintenance	LS	Lump Sum		
CD22 Scheduling	LS	Lump Sum		
CD44 Illicit Discharge/Illegal Dumping Reporting	LS	Lump Sum		
CD 37 Straw Bale Barrier	M	70		
CD 38 Sand Bag Barrier	M	70		
CD Preservation of Existing Vegetation	LS	Lump Sum		

**TOTAL** \_\_\_\_\_

#### 10-1.05 TEMPORARY CONCRETE WASHOUT FACILITY

Temporary concrete washout facilities shall be constructed, maintained, and later removed as shown on the plans, in conformance with these special provisions and as directed by the Engineer.

Temporary concrete washout facilities shall be installed prior to beginning any placement of concrete and located a minimum of 15 m from storm drain inlets, open drainage facilities, and watercourses, unless determined infeasible by the Engineer. Each facility shall be located away from construction traffic or access areas to prevent disturbance or tracking.

A sign shall be installed as shown on the plans adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.

Temporary concrete washout facilities shall be constructed above grade or below grade at the option of the Contractor. The minimum quantity of concrete washout facility required for this project shall be one.

Temporary concrete washout facilities shall be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations for all concrete wastes. These facilities shall be constructed to contain all liquid and concrete waste without seepage, spillage or overflow.

**MATERIALS.**--Materials used in the construction of temporary concrete washout facility shall conform to the following:

A. **PLASTIC SHEETING.**—Plastic sheeting shall be new and a minimum of 0.33 mm thick polyethylene sheeting and shall be free of holes, tears or other defects that compromise the impermeability of the material. Plastic sheeting shall not have seams or overlapping joints.

B. **ROCK BAG.**—Rock bag fabric shall be woven polypropylene, with a minimum unit weight of 250 g/m<sup>2</sup>. The fabric shall have a mullen burst strength of at least 2500 kPa, per ASTM Designation D3786 and an ultraviolet (UV) stability exceeding 70 percent at 500 hours. Rock bags shall have a length of 600 mm to 800 mm, width of 400 mm to 500 mm, thickness of 150 mm to 200 mm, and capable of containing a weighted mass of 13 kg to 22 kg. Rock bag fill

material shall be non-cohesive, gravel, free from deleterious material. Rock bags shall be filled and the opening secured such that rock shall not escape from the bag.

**C. STRAW BALES.**—Straw for straw bales shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications.

Each straw bale shall be a minimum of 360 mm in width, 450 mm in height, 900 mm in length and shall have a minimum mass of 23 kg. The straw bale shall be composed entirely of vegetative matter, except for binding material.

Bales shall be bound by either wire, nylon or polypropylene string. Jute and cotton binding shall not be used. Wire shall be a minimum of 1.57 mm (16-gage) baling wire. Nylon or polypropylene string shall be approximately 2 mm in diameter with 360 N of breaking strength.

**D. STAKES.**—Stakes shall be 50 mm x 50 mm wood posts. Each stake shall have a minimum length of one meter.

#### **TEMPORARY CONCRETE WASHOUT FACILITY (TYPE ABOVE GRADE)**

Temporary concrete washout facility (type above grade) shall be constructed as shown on the plans with a minimum length of 3 m and a minimum width of 3 m. The length and width of a facility may be increased, at the Contractor's expense, upon approval of the Engineer.

#### **TEMPORARY CONCRETE WASHOUT FACILITY (TYPE BELOW GRADE)**

Temporary concrete washout facility (type below grade) shall be constructed as shown on the plans with a minimum length of 3 m and a minimum width of 3 m. The length and width of a facility may be increased, at the Contractor's expense, upon approval of the Engineer.

#### **MAINTENANCE AND REMOVAL**

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 100 mm for above grade facilities and 300 mm for below grade facilities. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Minor holes and tears in the plastic sheeting may be taped as long as the repair does not compromise the impermeability of the material.

When temporary concrete washout facilities are no longer required for the work, as determined by the Engineer, the hardened concrete shall be removed and disposed of in conformance with the provisions in Section 15-3.02 of the Standard Specifications. Materials used to construct temporary concrete washout facilities shall become the property of the Contractor, shall be removed from the site of the work, and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

#### **PAYMENT**

The contract lump sum price paid for temporary concrete washout facility shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, maintaining and removing temporary concrete washout facilities, complete in place, including straw bales, plastic lining, sign, portable delineators, lath and flagging, and excavation and backfill, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.06 TEMPORARY FENCE (TYPE ESA)**

Temporary fence (Type ESA) shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Temporary fence (Type ESA) shall be constructed prior to begin any clearing and grubbing work and at a sufficient distance away from protected plants in order to enclose all of the foliage canopy and not encroach upon visible roots of the plants.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein. Fabric used for Temporary fence (Type ESA) shall also conform to the followings:

Material:	Polypropylene or Polyethylene
Color:	Orange
Mesh opening:	50 mm x 50 mm
UV Resistance:	Fully Stabilized
Fabric Width.:	1.22 m min.

Posts shall be either metal or wood at the Contractor's option. Metal posts shall have a minimum diameter of 21.5 mm and a length of 1600 mm. Wood posts shall be fir or pine and shall have a minimum dimension of 25 mm x 50 mm x 1600 mm. Posts shall be driven into the soil a minimum of 400 mm deep. Post spacing shall be adequate to completely support the fence fabric in an upright position.

Galvanizing and painting of steel items will not be required.

Treating wood with a wood preservative will not be required.

Concrete footings for posts will not be required.

Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence (Type ESA) shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Holes caused by the removal of temporary fence (Type ESA) shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

#### MEASUREMENT AND PAYMENT

Temporary fence (Type ESA) will be measured and paid in the same manner specified for permanent fences in Section 80, "Fences", of the Standard Specifications.

Full compensation for maintaining, removing, and disposing of temporary fence shall be considered as included in the contract price paid per meter for temporary fence (Type ESA) and no additional compensation will be allowed therefor.

#### 10-1.07 TEMPORARY ENTRANCE/EXIT

Temporary entrance/exit and clean out sump shall conform to the details shown on the plans and these special provisions. The minimum quantity of temporary entrance/exit required for this project shall be two.

Temporary entrance/exit shall be Type 1 or Type 2 and shall be furnished, installed, maintained and removed at the locations as directed by the Engineer.

The Contractor shall provide as many temporary entrance/exits and clean out sumps as required for the duration of the contract. Attention is directed to "Water Pollution Control" elsewhere in these special provisions.

The Contractor shall use temporary entrance/exit as one of the various measures to prevent water pollution. The Storm Water Pollution Prevention Plan shall graphically show the use of temporary entrance/exit in relation to other water pollution control work specified elsewhere in these special provisions.

#### MATERIALS.—Materials shall conform to the following:

A. Subgrade Enhancement Fabric.--Subgrade enhancement fabric shall be placed where shown on the plans and at locations designated by the Engineer in accordance with these special provisions.

Subgrade enhancement fabric shall be manufactured from one or more of the following materials: polyester, nylon or polypropylene. Subgrade enhancement fabric shall be, at the option of the contractor, either a woven filament or nonwoven type fabric conforming to the followings:

	Woven	Non-Woven
Weight, ASTM Designation: D3776	205 g/m <sup>2</sup> min.	205 g/m <sup>2</sup> min.
Grab Tensile Strength, ASTM Designation: D4632	890 N min.	800 N min.
Tensile Strength at 10% Elongation, ASTM Designation: D4632	490 N min.	--
Elongation at Break, ASTM Designation: D4632	35 % max.	50 % min.

Subgrade enhancement fabric shall be furnished in an appropriate protective cover which shall protect it from ultraviolet radiation and from abrasion due to shipping and handling, and shall remain covered until installation. Subgrade enhancement fabric shall be accompanied by a Certificate of Compliance conforming to the provision in Section 6-1.07, "Certificate of Compliance" of the Standard Specifications.

B. Aggregate.--Aggregate shall be uniformly graded angular rock or cobble ranging in size from 76.2 mm to 180 mm. Rock shall be clean and free of organic matter and shall conform to the provisions in Section 26, "Aggregate Base", of the Standard Specifications and these special provisions.

C. Steel Corrugated Panels.--Manufactured steel corrugated panels with raised bars shall be provided in individual sections. Steel plate and raised bars shall be a minimum 12.7 mm thick. Bars shall be a minimum of 38.1 mm in height and shall be uniformly distributed 190.5 mm apart longitudinally throughout the full section of each panel. Raised bars shall be welded to the bottom plate and approximately 12.7 mm thick at the base and tapering to 6.35 mm thick at the top of the bar. Each panel shall have a nominal dimension of 3 m x 2.43 m with an approximate weight of 1454 kg for each panel. Each end of the panel shall have a slot or hooked section to facilitate coupling at the ends.

## **INSTALLATION**

Temporary entrance/exit and clean out sump shall be installed as shown on the plans and as follows:

A. Prior to placing the subgrade enhancement fabric, the areas shall be cleared of all trash and debris. Weeds shall be removed to the ground level. Cleared trash, debris, and removed weeds shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

B. Subgrade enhancement fabric shall be handled and placed in accordance with the manufacturer's recommendation and shall be positioned longitudinally along the alignment, pulled taut to form a tight wrinkle-free mat. The subgrade to receive the fabric, immediately prior to placing, shall conform to the compaction and elevation tolerance specified in Section 25-1.03, "Subgrade", of the Standard Specifications and these special provisions and shall be free of loose or extraneous material and sharp objects that may damage the fabric during the installation.

Adjacent borders of the fabric shall be overlapped a minimum of 450 mm.

The amount of subgrade enhancement fabric placed shall be limited to that which can be covered with aggregate material within 72 hours.

Aggregate material to be placed directly over the subgrade enhancement fabric shall be spread in the direction of fabric overlaps. Stockpiling of materials directly on the subgrade enhancement fabric is not allowed. Once a sufficient working platform has been constructed, all remaining materials shall be uniformly placed and spread with 1:4 (V:H) tapers at the perimeter edges of the temporary entrance/exit where it conforms to existing roadway and in accordance with the applicable sections of the special provisions and the Standard Specifications.

During spreading of the aggregate material, vehicles or equipment shall not be driven directly on the fabric. A sufficient thickness of material shall be maintained between the fabric and the equipment to prevent damage to the fabric. Damage to the fabric resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

Should the fabric be damaged during placing, the damaged section shall be repaired by placing a new piece of fabric over the damaged area. The new fabric shall be large enough to cover the damaged area and provide a minimum 900 mm overlay on all edges.

Steel corrugated panels shall be installed as shown on the plans. A minimum of 3 panel sections coupled to one another is required at each temporary entrance/exit. Prior to installing panels, the ground surface shall be cleared of all debris which may prevent uniform contact with the ground surface.

A clean out sump shall be installed as shown on the plans and located within 6 m of the temporary entrance/exit facility. The sump shall be sized sufficiently to hold soil removed from the surfacing of the temporary entrance /exit in order to maintain efficiency.

## **MAINTENANCE**

The Contractor shall maintain the temporary entrance/exit and clean out sump throughout the contract period. The Contractor shall prevent displacement or migration of the aggregate surfacing or steel corrugated panels. Any significant depressions, as determined by the Engineer, which form due to settling or heavy traffic shall be repaired by the Contractor.

Sediment and soil built up in the temporary entrance/exit surface which compromises the efficiency for sediment and soil removing capability shall be removed as necessary or as determined by the Engineer. Removal and disposal of sediment and soils from the temporary entrance/exit and the clean out sump shall be the responsibility of the Contractor.

Once the temporary entrance/exit and clean out sump is no longer needed, the aggregate, subgrade enhancement fabric and any soil and sediments shall be removed and disposed of as provided for in Section 7-1.13 'Disposal of Material Outside

of the Highway Right of Way' of the Standard Specifications. Following removal of the temporary entrance/exit and clean out sump, the areas shall be graded smooth and compacted to conform with adjacent areas.

### **PAYMENT**

The contract lump sum price paid for temporary entrance/exit shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing the temporary entrance/exit, complete in place, including maintaining and removing the temporary entrance/exit and clean out sump, transporting and disposing of soil and sediments removed from the temporary entrance/exit and any incidental grading required to grade and compact areas within the limits of temporary entrance/exit and clean out sump as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

### **10-1.08 TEMPORARY COVER**

Temporary cover shall conform to the details shown on the plans. The minimum quantity of temporary cover required for this project shall be 1300 square meters.

The Contractor shall use temporary cover as one of the various measures to prevent water pollution. The Storm Water Pollution Prevention Plan shall graphically show the use of temporary cover in relation to other water pollution control work specified elsewhere in these special provisions.

### **MATERIALS**

Materials shall conform to the following for either plastic or fabric sheeting:

If fabric is used, the fabric shall be a minimum 115 g/m<sup>2</sup> slit film woven fabric made of monofilaments of polypropylene. The fabric shall be non biodegradable, resistant to sunlight deterioration, inert to most soil chemicals and furnished with sealed edges on all sides to prevent unraveling. The fabric shall also conform to the following:

Properties	
Grab tensile strength	0.85-0.95 kN
Elongation at break (minimum)	15%

If plastic sheeting is used, the sheeting shall be polyethylene, new and have a minimum of 0.33-mm thickness.

### **INSTALLATION**

Fabric or plastic sheeting shall be placed and anchored as shown on the plans. Abutting edges shall overlap a minimum of a 0.6-m. A weight such as rock bags shall be placed on the overlap area at a maximum spacing of 2.4 m. Anchoring temporary cover by using staples or wooden lath and anchors may be allowed in lieu of rock bags as directed by the Engineer. The Contractor shall submit details for any alternative anchoring system to the Engineer for approval prior to installation. Non-abutting edges shall be embedded a minimum of 150 mm in native soil.

Temporary cover damaged as a result of the Contractors' operations shall be replaced by the Contractor at his expense.

### **MEASUREMENT AND PAYMENT**

The contract lump sum price paid for temporary cover shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing the temporary cover, complete in place, including maintaining and removing the temporary cover, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. If the Contractor removes the temporary cover in order to facilitate any other work, the temporary cover shall be replaced and secured by the contractor at no additional cost to the State.

### **10-1.09 TEE DISSIPATOR PROTECTION**

Tee dissipator protection shall be installed and maintained as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

### **MATERIALS**

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.



### Erosion Control Blanket

Erosion control blanket shall consist of straw and coconut or wood excelsior blanket secured in place with wire staples and shall conform to one of the following:

- A. Excelsior blanket material shall consist of machine produced mats of curled wood excelsior with 80 percent of the fiber 150 mm or longer. The erosion control blanket shall be of consistent thickness and the wood fiber shall be evenly distributed over the entire area of the blanket. The top surface of the blanket shall be covered with a photo-degradable extruded plastic mesh. The blanket shall be smolder resistant without the use of chemical additives and shall be non-toxic and non-injurious to plant and animal life. Erosion control blanket shall be furnished in rolled strips, 1220 mm  $\pm$  25 mm in width, and shall have an average mass of 0.5-kg/m<sup>2</sup>  $\pm$  10 percent at the time of manufacture.
- B. Erosion control blanket shall consist of 100 percent spun coir fiber and shall conform to the following:

Properties	
ASTM Designation: 3776C, Weight	400 g/m <sup>2</sup>
Roll Width (minimum)	2 m
Area/roll (minimum)	200 m <sup>2</sup>
Open Area (maximum)	63 - 70%
Tensile Strength (minimum), ASTM Designation: D4595-86	0.23/0.14 KN (dry) 0.17/0.11 KN (wet)

- C. Straw and coconut blanket shall be machine produced mats of straw and coconut with a light weight photo-degradable netting on top. The straw and coconut shall adhere to the netting with biodegradable thread or glue strip. The straw and coconut erosion control blanket shall be of consistent thickness with the straw and coconut evenly distributed over the entire area of the blanket. Straw and coconut erosion control blanket shall be furnished in rolled strips with a minimum width of 1.8 meters, minimum length of 20 meters ( $\pm$  1 meter) and a minimum weight of 0.27-kg/m<sup>2</sup>.
- D. Staples for erosion control blankets shall be made of 11-gage minimum steel wire and shall be U-shaped with 200-mm legs and 50-mm crown.

### Fiber Rolls

- A. Fiber rolls shall be constructed with manufactured blankets consisting of one material or a combination of materials consisting of wood excelsior, rice or wheat straw, or coconut fibers. Blankets shall measure approximately 2.0 to 2.4 m in width by 20 m to 29 m in length. Wood excelsior material shall have individual fibers, 80 percent of which shall be 150 mm or longer in fiber length. Blankets shall have a photodegradable plastic netting or biodegradable jute, sisal or coir fiber netting on at least one side. The blanket shall be rolled on the blanket's width and secured with jute twine spaced 2 m apart along the roll for the full length and 150 mm from each end of the individual rolls. The finished roll diameter shall be a minimum of 200 mm and a maximum of 250 mm and shall weigh not less than 0.81-kg/m. Overlapping of more than one blanket may be required to achieve the finished roll diameter. When overlapping is required, blankets shall be longitudinally overlapped all 50 mm along the length of the fabric.
- B. Fiber rolls shall be pre-manufactured rice or wheat straw, wood excelsior or coconut fiber rolls encapsulated within a photodegradable plastic or biodegradable jute, sisal or coir fiber netting. Each roll shall be a minimum of 200 mm and a maximum of 250 mm in diameter, 3 m to 6 m in length and shall weigh not less than 1.6 kg/m. The netting shall have a minimum durability of one year after installation. The netting shall be secured tightly at each end of the individual rolls.
- C. Stakes shall be fir or pine and shall be a minimum of 19 mm x 38 mm x 600 mm in length.

### INSTALLATION

The bedding area shall be excavated and cleared of obstructions including, but not limited to, rocks, clods, and mulch prior to installation of the erosion control blanket. The edges of the erosion control blanket shall be keyed into trenches, stapled, backfilled, and tamped. Upon completion of the backfill and tamping, the resulting key trench shall have an indentation or furrow of 50 mm to 100 mm to accept the fiber roll. Fiber rolls shall be installed along the edges of the erosion control blanket, in the furrow, and secured as shown on plans. Excess soil from excavation of the key trenches shall be disposed of uphill of the installed fiber rolls.

Stakes shall be installed 600 mm apart along the total length of the rolls and 300 mm from the end of each individual roll. Stakes shall be driven flush or a maximum of 50 mm above the roll.

At the option of the Contractor, fiber rolls may be installed using rope and notched stakes to restrain the fiber roll against the slope face in conformance with these special provisions. The indentation or furrow will not be required. The additional cost of installing fiber rolls using rope and notched stakes shall be at the Contractor's expense.

Rope shall be sisal or manila, biodegradable, with a diameter of no less than 6.35 mm. Stakes shall be fir or pine and shall be a minimum of 19 mm x 38 mm x 450 mm in length and shall have a 12 mm x 12 mm notch cut, and 100 mm from the top.

Stakes shall be placed on alternate sides of the fiber roll, spaced 600 mm apart as shown on the plans. The stakes shall be driven into the slope until the notch is even with the top of the fiber roll. Rope shall be knotted at each stake and laced between the stakes as shown on the plans. After installation of the rope, the stakes shall be driven into the slope such that the rope holds the fiber roll snug to the slope face.

Wood stakes shall be placed on either side of the fiber roll with the notch facing away from the roll, as shown on the plans.

## **MEASUREMENT AND PAYMENT**

The quantity of tee dissipator protection will be measured by the unit as determined from the actual count in place.

The contract unit price paid for tee dissipator protection shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the tee dissipator protection, complete in place, including furnishing and installing fiber rolls and erosion control (blanket), and maintaining the tee dissipator protection, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.10 COOPERATION**

Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

It is anticipated that work by other contractors (Contract No. 1S0204, 1S0214, 1S0224) in Marin County on Route 1 from KP 13.0 to KP 14.8 may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

### **10-1.11 TEMPORARY SILT FENCE**

Temporary silt fence shall conform to the details shown on the plans and these special provisions.

Temporary silt fence shall be furnished, installed, maintained, and removed at the locations shown on the plans.

Preparation shall conform to the provisions in Section 20-3.02, "Preparation," of the Standard Specifications.

Attention is directed to "Water Pollution Control" of these special provisions.

## **MATERIALS**

Materials for temporary silt fence shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and one of the following.

Temporary silt fence shall be a prefabricated silt fence with a minimum woven polypropylene fabric width of 900 mm and a minimum tensile strength of 0.44-kN, conforming to the requirements of ASTM Designation: D 4632.

Temporary silt fence shall be a prefabricated silt fence with a minimum woven polypropylene fabric width of 900 mm and a minimum tensile strength of 0.44-kN, conforming to the requirements of ASTM Designation: D 4632 and having an integral reinforcement layer. The reinforcement layer shall be a polypropylene or equivalent net provided by the manufacturer.

## **INSTALLATION**

Temporary silt fence shall be installed as shown on the plans.

When joints are necessary, the temporary silt fence shall overlap a minimum of 150 mm with both posts tied together.

Temporary silt fences shall be maintained to provide for adequate sediment holding capacity. Sediment deposits shall be removed when the sediment deposit reaches approximately one-third of the fence height. Removed sediment shall be deposited within the project in such a way that the sediment is not subject to erosion by wind or water, or as directed by the Engineer.

When no longer required for the intended purpose, as determined by the Engineer, temporary silt fence shall be removed from the site of the work.

Holes, depressions or any other ground disturbance caused by the removal of the temporary silt fence shall be backfilled and repaired in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

## MEASUREMENT AND PAYMENT

The quantity of temporary silt fence will be measured by the meter as determined from actual measurements, the measurements to be made parallel with the ground slope along the line of the completed temporary silt fence, deducting the widths of openings.

The contract price paid per meter for temporary silt fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary silt fence, complete in place, including trench excavation and backfill, and maintenance and removal of temporary silt fence, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Temporary silt fence placed at location other than as shown on the project plans or directed by the Engineer, in conformance with the Contractor's Storm Water Pollution Prevention Plan, will not be measured and will be paid for as specified in "Water Pollution Control" of these special provisions.

No adjustment of compensation will be made for any increase or decrease in the quantities of temporary silt fence required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to temporary silt fence.

### 10-1.12 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

The Contractor shall provide the Engineer a progress schedule no later than the day they begin work. Thereafter, the Contractor shall provide a weekly progress schedule to the Engineer, not later than Friday, for the next week of work.

### 10-1.13 OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications.

### 10-1.14 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Approved Traffic Products" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Approved Traffic Products" of these special provisions.

### 10-1.15 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way including any section closed to public traffic.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5 m intervals to a point not less than 7.5 m past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer.

A minimum of one paved traffic lane, not less than 3.0 m wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than 2 of these lanes shall be open to public traffic.

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

Chart No.1																										
Two-Lane Conventional Highway Lane Requirements																										
Location: Northbound Route 1 From Panoramic Hwy. S (KP 5.39) to Panoramic Hwy. N (KP 19.65)																										
MARIN COUNTY																										
FROM HOUR TO HOUR	a.m.												p.m.													
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
Mondays through Thursdays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Fridays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Saturdays																										
Sundays																										
Day before designated legal holiday	D	D	D	D	D	D	D	D	D	D	D	D														
Designated legal holidays																										
Legend:																										
D		Northbound Route 1 may be closed.																								
		No work that interferes with public traffic will be allowed																								
REMARKS: Traffic to be detoured as shown on Detour Plan.																										

<b>Chart No. 2</b> <b>Two-Lane Conventional Highway Lane Requirements</b>																									
Location: Southbound Route 1 From Panoramic Hwy. S (KP 5.39) to Panoramic Hwy. N (KP 19.65)																									
MARIN COUNTY																									
FROM HOUR TO HOUR	a.m.												p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Fridays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Saturdays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Sundays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Day before designated legal holiday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Designated legal holidays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Legend: <div style="border: 1px solid black; display: inline-block; width: 20px; height: 15px; vertical-align: middle; text-align: center; line-height: 15px;">D</div> Southbound Route 1 may be closed.																									
REMARKS: Traffic to be detoured as shown on Detour Plan.																									

#### 10-1.16 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

##### CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

##### CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

##### LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

## **COMPENSATION**

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

### **10-1.17 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

### **STATIONARY LANE CLOSURE**

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

Additional advance flaggers will be required.

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline on the plan need not be placed. The pilot car shall have radio contact with personnel in the work area. The maximum speed of the pilot car through the traffic control zone shall be 40 kilometers per hour (25 mph).

## **PAYMENT**

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor (except for flagging costs), materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car, (including driver, radios, other equipment, and labor required), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

#### **10-1.18 TEMPORARY PAVEMENT DELINEATION**

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

##### **GENERAL**

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removeable traffic tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

##### **TEMPORARY CENTERLINE DELINEATION**

Whenever centerlines are obliterated, the minimum centerline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary raised pavement markers shall be the same color as the centerline the markers replace. Temporary raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Approved Traffic Products" of these special provisions.

Temporary raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary centerline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 7.3 m shall be used on lanes open to public traffic for a maximum of 14 days. Prior to the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. C18 (ROAD CONSTRUCTION AHEAD) or C23 (ROAD WORK AHEAD) signs shall be installed from 300 m to 600 m ahead of "no passing" zones. R63 (DO NOT PASS) signs shall be installed at the beginning and at every 600-m interval within "no passing" zones. For continuous zones longer than 3 km, W71 (NEXT \_\_\_\_\_ MILES) signs shall be installed beneath the C18 or C23 signs installed ahead of "no passing" zones. R64 (PASS WITH CARE) signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the provisions in "Construction Area Signs" of these special provisions, except for payment.

Full compensation for furnishing, placing, maintaining, and removing the temporary raised pavement markers used for temporary centerline delineation (including the signing specified for "no passing" zones) and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract prices paid for the items of work that obliterated the centerline pavement delineation and no separate payment will be made therefor.

#### **10-1.19 PORTABLE CHANGEABLE MESSAGE SIGN**

Portable changeable message signs shall be furnished, placed, operated, and maintained at those locations shown on the plans or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Maintaining Traffic" of these special provisions regarding the use of the portable changeable message signs.

#### **10-1.20 TEMPORARY CRASH CUSHION MODULE**

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

#### **GENERAL**

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

#### **MATERIALS**

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
  - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734.
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
  - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734.
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- C. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
  - 1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
  - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.



Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

## **INSTALLATION**

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

## **MEASUREMENT AND PAYMENT**

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

### **10-1.21 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

## **REMOVE DRAINAGE FACILITIES**

Existing pipe culverts and inlets where any portion of these structures is within one meter of the grading plane in excavation areas, or within 0.3-m of original ground in embankment areas or where shown on the plans to be removed, shall be completely removed and disposed of.

Full compensation for removing frames and grates shall be considered as included in the contract unit price paid for remove inlet and no additional compensation will be allowed therefor.

### **10-1.22 CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

The Contractor shall separate soil from the removed vegetation, and the soil shall remain on the site.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

### **10-1.23 EARTHWORK**

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Temporary drainage shall be placed to divert surface runoff prior to begin any roadway excavation work in front of the retaining walls. Full compensation for placing, maintaining, and removing temporary drainage shall be considered as included in the contract price paid per cubic meter for roadway excavation (slide removal) and no additional compensation will be allowed therefor. The Contractor shall coordinate the roadway excavation, structure excavation and the retaining wall construction. The Contractor shall not perform general roadway excavation in the vicinity of the wall that will affect the foundation materials behind the excavation face until the retaining wall construction begins.

Materials removed from roadway excavation and structure excavation may be placed as working pads or working benches for the excavation, or tieback work.

Stressing tieback anchors shall not occur until structure backfill behind the reinforced concrete waler has been placed.

Removing unsuitable materials shall be performed by the Contractor as directed by the Engineer, and will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Surplus excavated material, excluding the amount placed in the embankment, shall become the property of the Contractor and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

## **SOLDIER PILE WALL EARTHWORK**

### **General**

Cross sections of the site in the vicinity of the soldier pile wall are included in the "Information Handout" available to the Contractor in conformance with the provisions in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

The Contractor shall submit to the Engineer working drawings and a construction sequence for the proposed method of soldier pile wall construction for the site. The drawings shall conform to the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The drawings shall be signed by an engineer who is registered as a Civil Engineer in the State of California. One set of the drawings and construction sequence, and one copy of the design calculations, shall be furnished to the Engineer. The working drawings and construction sequence shall include, but not be limited to, defining order of work, traffic control, method of installation of soldier piles, method of placing lagging, limits of roadway and structure excavation lifts, and type of drilling and excavation equipment to be used. The Contractor shall allow one week after complete drawings and all support data are submitted for the review and approval of the proposed method of soldier pile wall construction.

Should the Engineer fail to complete the review and approval within the time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in working drawings and construction sequence plan review and approval for the soldier pile wall, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

### **Structure Excavation (Soldier Pile Wall)**

Excavation and construction of the soldier wall shall proceed from the top down in lifts.

Care shall be taken in performing structure excavation (soldier pile wall) for placement of lagging such that a minimal void behind the lagging is required to be backfilled.

Excavation in front of the wall shall not extend more than 900 mm below the bottom of the reinforced concrete waler prior to completion of stressing, testing, locking off and completely grouting of the tiebacks in said waler.

The Engineer will determine whether boulders or portions of boulders that interfere with the placement of the lagging shall be removed. The additional earthwork involved in removing boulders or portions of boulders shall be performed by the Contractor as directed by the Engineer, and such additional work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

At the end of the work shift, lagging shall be in place the full height of the exposed excavation face.

### **Structure Backfill (Soldier Pile Wall)**

Material for structure backfill behind lagging shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill," of the Standard Specifications. Structure backfill behind lagging shall be compacted by hand tamping, mechanical compaction or other means approved by the Engineer.

Structure backfill in fill areas behind the lagging shall be keyed into the existing or excavated back slope.

Backfill behind the lagging shall be in place and compacted to at least 2 meters above the level of the tiebacks prior to drilling for the tiebacks.

### **Lean Concrete Backfill**

Lean concrete backfill shall conform to the provisions for slurry cement backfill in Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications, except that aggregate shall be sand suitable for making commercial quality concrete.

Lean concrete backfill in the portions of the drilled holes occupied by lagging and in front of the soldier pile flanges shall be removed as necessary to install lagging.

### **Concrete Backfill**

Concrete backfill encasing the steel soldier piles below the lagging shall be Class 3 concrete conforming to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

Lean concrete backfill will be measured and paid for by the cubic meter as lean concrete backfill in the same manner specified for structure backfill in Section 19-3.07, "Measurement," and Section 19-3.08, "Payment," of the Standard Specifications.

Concrete backfill encasing steel soldier piles below the lagging will be measured and paid for by the cubic meter as Class 3 concrete backfill in the same manner specified for structure backfill in Section 19-3.07, "Measurement," and Section 19-3.08, "Payment," of the Standard Specifications.

Full compensation for removing lean concrete backfill shall be considered as included in the contract price paid per cubic meter for structure excavation (soldier pile wall) and no additional compensation will be allowed therefor.

Full compensation for working drawings and construction sequence, and temporary supports and shoring, if required, for soldier pile wall construction shall be considered as included in the contract price paid per cubic meter for structure excavation (soldier pile wall) and no additional compensation will be allowed therefor.

#### **10-1.24 CONTROLLED LOW STRENGTH MATERIAL**

Controlled low strength material shall consist of a workable mixture of aggregate, cementitious materials, and water and shall conform to the provisions for slurry cement backfill in Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications and these special provisions.

At the option of the Contractor, controlled low strength material may be used as structure backfill for pipe culverts, except that controlled low strength material shall not be used as structure backfill for aluminum and aluminum-coated culverts nor for culverts having a diameter or span greater than 6.1 m.

When controlled low strength material is used for structure backfill, the width of the excavation shown on the plans may be reduced so that the clear distance between the outside of the pipe and the side of the excavation, on each side of the pipe, is a minimum of 300 mm. This minimum may be reduced to 150 mm when the height of cover is less than or equal to 6.1 m or the pipe diameter or span is less than 1050 mm.

Controlled low strength material in new construction shall not be permanently placed higher than the basement soil. For trenches in existing pavements, permanent placement shall be no higher than the bottom of the existing pavement permeable drainage layer. If a drainage layer does not exist, permanent placement in existing pavements shall be no higher than 25 mm below the bottom of the existing asphalt concrete surfacing or no higher than the top of base below the existing portland cement concrete pavement. The minimum height that controlled low strength material shall be placed, relative to the culvert invert, is 0.5 diameter or 0.5 height for rigid culverts and 0.7 diameter or 0.7 height for flexible culverts.

When controlled low strength material is proposed for use, the Contractor shall submit a mix design and test data to the Engineer for approval prior to excavating the trench for which controlled low strength material is proposed for use. The test data and mix design shall provide for the following:

- A. A 28-day compressive strength between 345 kPa and 690 kPa for pipe culverts having a height of cover of 6.1 m or less and a minimum 28-day compressive strength of 690 kPa for pipe culverts having a height of cover greater than 6.1 m. Compressive strength shall be determined in conformance with the requirements in ASTM Designation: D 4832.
- B. When controlled low strength material is used as structure backfill for pipe culverts, the sections of pipe culvert in contact with the controlled low strength material shall conform to the requirements of Chapter 850 of the Highway Design Manual using the minimum resistivity, pH, chloride content, and sulfate content of the hardened controlled low strength material. Minimum resistivity and pH shall be determined in conformance with the requirements of California Test 643. The chloride content shall be determined in conformance with the requirements of California Test 422 and the sulfate content shall be determined in conformance with the requirements of California Test 417.
- C. Cement shall be any type of portland cement conforming to the requirements in ASTM Designation: C 150; or any type of blended hydraulic cement conforming to the requirements in ASTM Designation: C 595M or the physical requirements in ASTM Designation: C 1157M. Testing of cement will not be required.
- D. Admixtures may be used in conformance with the provisions in Section 90-4, "Admixtures," of the Standard Specifications. Chemical admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined in conformance with the requirements of California Test 415, shall not be used. If an air-entraining admixture is used, the maximum air content shall be limited to 20 percent. Mineral admixtures shall be used at the Contractor's option.

Materials for controlled low strength material shall be thoroughly machine-mixed in a pugmill, rotary drum or other approved mixer. Mixing shall continue until the cementitious material and water are thoroughly dispersed throughout the material. Controlled low strength material shall be placed in the work within 3 hours after introduction of the cement to the aggregates.

When controlled low strength material is to be placed within the traveled way or otherwise to be covered by paving or embankment materials, the material shall achieve a maximum indentation diameter of 76 mm prior to covering and opening

to public traffic. Penetration resistance shall be measured in conformance with the requirements in ASTM Designation: C 6024.

Controlled low strength material used as structure backfill for pipe culverts will be considered structure backfill for compensation purposes.

#### **10-1.25 EROSION CONTROL (BLANKET)**

Erosion control (blanket) shall conform to the details shown on the plans, the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Erosion control (blanket) work shall consist of applying seed, fiber, and compost, and installing erosion control blanket to embankment slopes, excavation slopes and other areas designated by the Engineer.

#### **MATERIALS**

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

#### **Seed**

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed not required to be labeled under the California Food and Agricultural Code shall be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts or by a seed technologist certified by the Society of Commercial Seed Technologists.

Seed shall have been tested for purity and germination not more than one year prior to application of seed.

Results from testing seed for purity and germination shall be furnished to the Engineer prior to applying seed.

Seed shall be delivered to the job site in unopened separate containers with the seed tag attached. Containers without a seed tag will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

#### **Non-Legume Seed**

Non-legume seed shall consist of the following:

**NON-LEGUME SEED**

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Achillea millefolium (White Yarrow)	50	1.0
Hordeum brachyantherum* (California Meadow Barley)	60	12.0
Bromus carinatus* (California Brome)	60	16.0
Festuca rubra 'Molate'* (Molate Red Fescue)	60	16.0
Vulpia microstachys* (Six Weeks Fescue)	60	5.0

\*Native California Seed Source

#### **Erosion Control Blanket**

Erosion control blanket shall consist of straw or wood excelsior mats secured in place with wire staples and shall conform to the following:

A. Erosion control blanket shall consist of 100 percent spun coir fiber and shall conform to the following:

Properties	
ASTM Designation: 3776C, Weight	400 g/m <sup>2</sup>
Roll Width (minimum)	2 m
Area/roll (minimum)	200 m <sup>2</sup>
Open Area (maximum)	63 - 70%
ASTM Designation: D4595-86, Tensile Strength (minimum)	0.23/0.14 KN (dry) 0.17/0.11 KN (wet)

- B. Staples for erosion control blankets shall be made of 11-gage minimum steel wire and shall be U-shaped with 200-mm legs and 50-mm crown.

### Compost

Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost.

The compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material, and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimum internal temperature of 57°C shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of 5 times during the composting process and shall go through a minimum 90-day curing period after the 15-day thermophilic compost process has been completed. Compost shall be screened through a maximum 6 mm screen.

The moisture content of the compost shall not exceed 35 percent. Moisture content shall be determined by California Test 226. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal the compost with a moisture content of 35 percent.

Compost will be tested for maturity and stability with a solvita test kit. The compost shall measure a minimum of 6 on the maturity and stability scale.

### APPLICATION

Erosion control (blanket) materials shall be placed in separate applications as follows:

Seed and commercial fertilizer shall be applied at the rates indicated in the following table. If hydro-seeding equipment is used to apply seed and commercial fertilizer, the mixture shall be applied within 30 minutes after the seed has been added to the mixture.

Material	Kilograms Per Hectare (Slope Measurement)
Non-Legume Seed	50.0
Fiber	200
Compost	400

- A. The second application shall consist of installing the erosion control blanket over the seed, fiber, and compost application.
- B. Erosion control blanket strips shall be placed loosely on the slope with the longitudinal joints perpendicular to the slope contour lines. Longitudinal and transverse joints of blankets shall be butted snugly against adjacent strips or according to the manufacturer's recommendations and stapled. Staples shall be driven perpendicular to the slopes, and shall be located and spaced in conformance with the manufacturer's instructions. Ends of the blankets shall be secured in place in conformance with the manufacturer's instructions.

### MEASUREMENT AND PAYMENT

The quantity of erosion control (blanket) will be determined by the square meter from actual slope measurement of the area covered by the erosion control blanket.

The contract price paid per square meter for erosion control (blanket) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing erosion control blanket, complete in place, including furnishing and applying pure live seed, fiber, compost, and materials for the erosion control

blanket, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.26 FIBER ROLL**

Fiber rolls shall conform to the details shown on the plans and these special provisions.

#### **MATERIALS**

Fiber rolls shall consist of one of the following:

- A. Fiber rolls shall be constructed with manufactured blankets consisting of one material or a combination of materials consisting of wood excelsior, rice or wheat straw, or coconut fibers. Blankets shall measure approximately 2.0 to 2.4m in width by 20 m to 29 m in length. Wood excelsior material shall have individual fibers, 80 percent of which shall be 150 mm or longer in fiber length. Blankets shall have a photodegradable plastic netting or biodegradeable jute, sisal or coir fiber netting on at least one side. The blanket shall be rolled on the blanket's width and secured with jute twine spaced 2 m apart along the roll for the full length and 150 mm from each end of the individual rolls. The finished roll diameter shall be a minimum of 200 mm and a maximum of 250 mm and shall weigh not less than 0.81 kg/m. Overlapping of more than one blanket may be required to achieve the finished roll diameter. When overlapping is required, blankets shall be longitudinally overlapped 150 mm along the length of the fabric.
- B. Fiber rolls shall be pre-manufactured rice or wheat straw, wood excelsior or coconut fiber rolls encapsulated within a photodegradable plastic or biodegradeable jute, sisal or coir fiber netting. Each roll shall be a minimum of 200 mm and a maximum of 250 mm in diameter, 3 m to 6 m in length and shall weigh not less than 1.6 kg/m. The netting shall have a minimum durability of one year after installation. The netting shall be secured tightly at each end of the individual rolls.
- C. Stakes shall be fir or pine and shall be a minimum of 19 mm x 38 mm x 450 mm in length. Metal stakes may be used as an alternative. The Contractor shall submit a sample of the metal stake to the Engineer prior to installation. The tops of the metal stakes shall be bent over at a 90-degree angle. No additional compensation will be allowed for the use of a metal stake.

#### **INSTALLATION**

Fiber rolls shall be installed approximately parallel to the slope contour. Fiber rolls shall be installed prior to the application of other erosion control materials.

Furrows shall be constructed to a depth of 50 mm to 100 mm, and at a sufficient width to hold the fiber rolls. The installed angle of the fiber roll to the slope contour shall create a 2 to 5 percent grade from the center to the edge of the slope. The bedding area for the fiber roll shall be cleared of obstructions including, but not limited to, rocks, clods and debris greater than 25 mm in diameter prior to installation. Fiber rolls shall be installed, overlapped and secured as shown on the plans.

Stakes shall be installed 600 mm apart along the total length of the rolls and 300 mm from the end of each individual roll. Stakes shall be driven flush or a maximum of 50 mm above the roll.

If soil or slope conditions present difficulty in constructing furrows, the Contractor may install fiber rolls using rope and notched stakes to restrain the fiber roll against the slope face in conformance with these special provisions. The additional cost of installing fiber rolls using rope and notched stakes shall be at the Contractor's expense.

Rope shall be sisal or manila, biodegradable, with a diameter of no less than 6.35 mm. Stakes shall be fir or pine and shall be a minimum of 19 mm x 38 mm x 450 mm in length and shall have a 12 mm x 12 mm notch cut, and 100 mm from the top.

Stakes shall be placed on alternate sides of the fiber roll, spaced 600 mm apart as shown on the plans. The stakes shall be driven into the slope until the notch is even with the top of the fiber roll. Rope shall be knotted at each stake and laced between the stakes as shown on the plans. After installation of the rope, the stakes shall be driven into the slope such that the rope holds the fiber roll snug to the slope face. Furrows shall not be required. If metal stakes are used instead of wood stakes, the tops shall be bent over so that the rope can be laced and knotted as with the wood stakes.

#### **MEASUREMENT AND PAYMENT**

Fiber rolls will be measured by the meter from end to end along the centerline of the installed rolls deducting the widths of overlaps.

The contract price paid per meter for fiber rolls shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing fiber rolls, complete in place, including stakes, as shown on the plans, as specified in the Standard Specifications and these special provisions.

### 10-1.27 TOPSOIL

Topsoil shall be obtained from sources within the limits of excavation within slipout areas and in conformance with the provisions in Section 19-2.07, "Selected Material," and Section 20-2.01, "Topsoil," of the Standard Specifications and these special provisions. Topsoil work shall consist of excavating, windrowing or stockpiling, removing from windrows or stockpiles, spreading, and compacting topsoil as specified in these special provisions and as designated by the Engineer.

Attention is directed to "Clearing and Grubbing" of these special provisions regarding the clearing of vegetation. Excavating topsoil shall not be performed in an area until clearing and grubbing has been completed in that area.

Topsoil shall be obtained by excavating the top 75 mm of material from proposed excavation and embankment areas and other areas shown on the plans or designated by the Engineer. Topsoil shall be stockpiled at other locations as directed by the Engineer. Rocks and plant material in excess of 50 mm in greatest dimension shall be removed from the excavated topsoil.

Upon completion of the grading operations for the excavation and embankment slopes and other areas to receive topsoil, the topsoil shall be spread to a uniform depth of not less than 50 mm and compacted or stabilized in a manner that retains the material in place on the slopes. The topsoil shall not be compacted or stabilized to the degree that the topsoil is not maintained as a viable growing medium.

Attention is directed to "Erosion Control (blanket)" of these special provisions regarding the application of erosion control materials. Topsoil shall be placed on the designated areas before erosion control (blanket) is applied.

Full compensation for topsoil, including all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in excavating, stockpiling, removing topsoil from stockpiles, spreading and compacting or stabilizing topsoil, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, shall be considered as included in the contract unit price paid per cubic meter for roadway excavation (slide removal) and no separate payment will be made therefor.

### 10-1.28 PERIMETER CONFINEMENT BARRIER

Perimeter confinement barrier work shall conform to the details shown on the plans, the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Perimeter confinement barrier work shall consist of installing a linear perimeter barrier of wire mesh and anchors as shown on the plans. The barrier shall be installed following clearing and grubbing work and prior to begin any earthwork associated with construction of the soldier pile wall. The barrier shall be located at the limit of clearing and grubbing. The exact location of the barrier shall be marked in the field by the Engineer.

The barrier shall be placed on the slope with the longitudinal joints parallel to the slope contour lines. The slope section of the perimeter confinement barrier shall be flush with the surface and secured with slope anchors and metal anchor plates. All segments of the confinement structure shall be butted snugly against adjacent segments and attached with steel rings 152 mm apart along the entire length of the seam.

At the completion of earthwork activities, all native material confined by the barrier shall be compacted as provided for in 'Earthwork' of these special provisions. Following compaction of slope surfaces, erosion control materials shall be installed and applied as specified elsewhere in these special provisions.

### MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and the followings:

#### Welded Wire Fabric

Welded wire fabric shall conform to the specifications of ASTM Designation A185 and the followings:

Properties	
ASTM Designation: A975/97, Metal mesh type	6 mm x 8 mm
ASTM Designation: A641, wire mesh diameter (nominal)	2.2 mm
ASTM Designation: A975/97, wire mesh opening	64 mm x 83 mm
ASTM Designation: A641, wire tensile strength	38 - 50 kg/mm <sup>2</sup>
nominal roll size (mesh)	2 m (width) x 25 m (length)
roll weight (mesh)	94 kg

Welded wire fabric shall be coated with a uniform coat of corrosion resistant material.

#### Erosion Control Netting

Erosion control netting shall conform to the specifications for erosion control netting in these special provisions.

Erosion control netting shall consist of 100 percent spun coir fiber and shall conform to the following:

Properties	
ASTM Designation: 3776C, Weight	400 g/m <sup>2</sup>
Roll Width (minimum)	2 m
Open Area (maximum)	63% - 70%
ASTM Designation: D4595-86, Minimum tensile Strength	0.23/0.14 KN (dry) 0.17/0.11 KN (wet)

#### **Metal Bracing**

Metal bracing shall consist of reinforcing bar conforming to the provisions in Section 52-1.02A 'Bar Reinforcement' of the Standard Specifications. Reinforcing bar shall be a nominal 9.5 mm diameter metal bar, straight and true. Reinforcing bar shall be epoxy-coated.

#### **Metal Posts**

Posts shall be 1.5 m long (min.), 15.8 mm diameter reinforcing bar. Posts shall be spaced and installed as shown on the plans. Galvanizing of posts shall not be required. Posts shall be epoxy-coated.

#### **Braided Steel Wire**

Three strand braided baling wire shall be used to connect slope anchors to steel support stakes. Braided steel wire shall be coated with a uniform coat of corrosion resistant material.

#### **Slope Anchors**

Slope anchors shall consist of a manufactured metal anchor rod with a diameter of 11 mm and an overall length of 381 mm or 457 mm. The top of the anchor shall have an eye ring opening with an inside diameter of 25.4 mm. The bottom of the anchor shall have a circular helix with a diameter of 101.6 mm. The anchors shall be furnished coated uniformly with a corrosion resistant material.

#### **Staples**

Staples for erosion control netting shall be made of 11-gage minimum steel wire and shall be U-shaped with 203 mm legs and 25 mm crown.

### **INSTALLATION**

Perimeter confinement barrier shall be constructed and installed as shown on the plans and as follows:

- A. Welded wire fabric shall be connected at the longitudinal edges of abutting sections (slope portion and confinement portion) by cutting the fabric and wrapping the remaining portions along the longitudinal edges to create a hinge joint. Steel rings (hog rings) may be used to attach the longitudinal edges in lieu of cutting and wrapping the fabric. If hog rings are used, rings should be attached 152mm on center along the entire longitudinal edge of the abutting sections to create a hinge joint.
- B. Structural reinforcement of the confinement portion shall consist of weaving metal bracing (reinforcing bar) through the openings of the confinement portion. One piece of reinforcing bar shall be woven along the top edge of the confinement portion. A second piece of reinforcing bar shall be woven through the confinement portion at the midpoint between the top edge and the hinge joint with the slope portion of wire fabric. The inside of the confinement portion shall be lined with erosion control blanket and attached to the face of the wire mesh.
- C. The attached sections shall be placed onto the slope with the slope portion on the ground surface. Raise the confinement portion and support with metal posts. The angle of the confinement portion shall be no greater than 45 degrees. Slope anchors shall be installed along the slope portion placed on the ground surface. Openings through the slope portion may be required to pass the helix of the slope anchor prior to threading the anchor into the slope face. Install anchoring plates over the shaft of the anchor prior to completely threading the anchor to secure the plate and welded wire fabric flush with the ground surface. Connect the slope anchors to the metal posts with braided baling wire.

### **MEASUREMENT AND PAYMENT**

The quantity of perimeter confinement barrier will be determined by the meter from actual measurements made parallel with the ground slope along the line of the completed perimeter confinement barrier.



The contract price paid per meter for perimeter confinement barrier shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the perimeter confinement barrier, complete in place, including maintenance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.29 ASPHALT CONCRETE**

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The amount of asphalt binder used in asphalt concrete placed in asphalt concrete lined ditch shall be increased one percent by mass of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

The miscellaneous areas to be paid for at the contract price per square meter for place asphalt concrete (miscellaneous area), in addition to the prices paid for the materials involved, shall be limited to the areas listed on the plans.

If the Contractor selects the batch mixing method, asphalt concrete shall be produced by the automatic batch mixing method in conformance with the provisions in Section 39-3.03A(2), "Automatic Proportioning," of the Standard Specifications.

If the finished surface of the asphalt concrete on Route 1 traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

#### **10-1.30 REPLACE ASPHALT CONCRETE SURFACING**

This work shall consist of removing existing asphalt concrete surfacing and underlying base material and replacing the removed surfacing and base material with new asphalt concrete as shown on the plans and in conformance with these special provisions.

The exact limits of asphalt concrete surfacing to be removed and replaced will be determined by the Engineer.

Existing asphalt concrete surfacing and underlying base material removed during a work period shall be replaced before the time the lane is to be opened to public traffic in conformance with the provisions in "Maintaining Traffic" of these special provisions.

The outline of the asphalt concrete to be removed shall be cut on neat lines with a power-driven saw to a minimum depth of 46 mm before removing the surfacing. Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

Areas of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with asphalt concrete.

Asphalt concrete shall conform to the provisions for asphalt concrete in "Asphalt Concrete" of these special provisions except for payment.

The quantity of replace asphalt concrete surfacing to be paid for will be measured by the cubic meter. The volume to be paid for will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

The contract price paid per cubic meter for replace asphalt concrete surfacing shall include full compensation for furnishing all labor, materials (including asphalt concrete), tools, equipment, and incidentals, and for doing all the work involved in replacing asphalt concrete surfacing, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

If the aggregates for the asphalt concrete did not meet the "Contract Compliance" requirements for Sand Equivalent or gradation and if the Contractor requests the material be accepted on the basis of a penalty, in conformance with the provisions in the Section 39-2.02, "Aggregate," of the Standard Specifications, and the Engineer approves the request, the penalty shall be \$4.58 per cubic meter.

#### **10-1.31 DRILLED HOLE**

Holes for steel soldier piles shall be drilled into natural foundation materials at the location shown on the plans and shall conform to the provisions in Section 49, "Piling," of the Standard Specifications and these special provisions.

Foundation recommendations are included in the "Information Handout" available to the Contractor in conformance with the provisions in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Core samples, disturbed soil/rock and water samples and results are available for inspection at the Department of Transportation, Materials Laboratory located at 325 San Bruno Avenue, San Francisco, CA 94103, phone (415) 557-1370. Inspection is available by appointment only.

Drilled holes shall be accurately located and shall be straight and true. When the piles are plumbed and aligned, the steel piles shall be at least 25 mm clear of the sides of the hole for the full length of the hole to be filled with concrete backfill and lean concrete backfill. Holes which do not provide the clearance around steel piles shall be reamed or enlarged at the Contractor's expense.

Difficult drilling is anticipated due to the presence of highly variable material with alternating zones of moderately weathered, hard sandstone boulders and decomposed, very soft rock (that weathers to soft to stiff sandy clay), and to the presence of ground water. Because the foundation material has zones of soft decomposed rock, caving of the hole can be anticipated during drilling. Rock drilling equipment will be required.

Temporary casings shall be furnished and placed where necessary to control water or to prevent caving of the hole.

If conditions render it impossible or inadvisable in the opinion of the Engineer to dewater excavations before placing concrete backfill, the Contractor shall deposit under water, by means of a tremie tube or a concrete pump, the concrete backfill. The discharge end shall be completely submerged in the concrete backfill at all times and the tube shall contain sufficient concrete backfill to prevent any water entry. The flow shall be continuous until the work is completed, and the resulting concrete backfill shall be monolithic and homogeneous.

Loose materials existing at the bottom of the hole after drilling operations have been completed shall be removed before placing the pile.

Materials resulting from drilling holes shall be disposed of in conformance with the provisions in Section 19-2.06, "Surplus Material," of the Standard Specifications.

Drilling mud or chemical stabilizers shall not be used. Surface water shall not be permitted to enter the hole and all water in the hole shall be removed before placing concrete therein.

Casing, if used in drilling operations, shall be removed from the hole as concrete is placed therein. The bottom of the casing shall be maintained not more than 1500 mm nor less than 300 mm below the top of the concrete during casing withdrawal and concrete placing operations. Separation of the concrete during withdrawal operations shall be avoided by hammering or otherwise vibrating the casing. The methods used to withdraw temporary casings shall preclude contamination of the concrete and commingling of the soil and concrete or of any ground water and concrete.

If piles with larger diagonal dimensions are substituted for the piles shown on the plans, the Contractor shall, at his expense, ream or enlarge the drilled hole to provide a hole diameter at least 100 mm larger than the diagonal dimension of the pile.

The contract price paid per meter for drilled hole of the diameter shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in drilling holes for soldier piles, including disposing of the material resulting from drilled holes, dewatering, casing holes and removing casing, and measures, if required, to deposit concrete under water, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.32 STEEL SOLDIER PILING**

The steel soldier piling work at Retaining Wall KP 14.8 and at Retaining Wall KP 15.3 shall consist of furnishing and installing steel piling; cleaning and preparing portions of the pile for splicing; splicing steel piles; securing the piling prior to and during concrete encasement; shaping the tops of the piles; cleaning and preparing portions of the pile for welding concrete anchors and steel angle; and furnishing, cleaning and welding concrete anchors and steel angle to piling in conformance with the details shown on the plans, to the provisions in Section 49, "Piling," of the Standard Specifications and these special provisions.

## **Materials**

Concrete anchors shall conform to the provisions for stud connectors in Section 55, "Steel Structures," of the Standard Specifications and these special provisions.

Stud connectors shall be Type B as defined in AWS D1.5, Section 7.

Steel angles shall conform to the provisions for steel shapes in Section 75, "Miscellaneous Metal," of the Standard Specifications and these special provisions. Welding of steel angles to steel soldier piles shall conform to AWS D1.1.

Pile anchors shall conform to the details shown on the plans and shall be epoxy-coated reinforcement as specified in "Epoxy-Coated Reinforcement" of these special provisions.

The Contractor shall use the same pile grade, and pile type for the entire length for each wall.

## **Substitutions**

At the option of the Contractor, structural shape steel piling of HP, HPS, or W sections conforming to the provisions in Section 49, "Piling," of the Standard Specifications and the following requirements may be substituted for the steel soldier piling shown on the plans:

Section modulus for Retaining Wall at KP 14.8 is equal to or greater than  $1090 \times 10^3 \text{ mm}^3$ , and Section modulus for Retaining Wall at KP 15.3 is equal to or greater than  $1290 \times 10^3 \text{ mm}^3$ .

Minimum Yield Stress:  $F_y = 345 \text{ MPa}$  or greater.

Welded plate members shall not be substituted for the members shown on the plans. Rolled sections substituted for the members shown on the plans shall have a section modulus about the major axis at least equal to the section modulus as specified above. Pile webs and flanges shall be at least 10 mm thick, and the flange width shall be at least 300 mm.

## **Construction**

Steel soldier piles shall be placed in a drilled hole and shall be plumbed and aligned before placing concrete backfill and lean concrete backfill. Alignment shall be maintained while placing backfill material in the drilled holes.

Cleaning and preparing the pile shall be performed in heat affected areas before splicing steel piles or welding stud type shear connectors.

## **MEASUREMENT AND PAYMENT (PILING)**

Measurement and payment for the various types and classes of piles shall conform to the provisions in Sections 49-6.01, "Measurement," and 49-6.02, "Payment," of the Standard Specifications and these special provisions.

The contract price paid per meter for steel soldier piling of the type shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing the steel piles at the site to the required penetration, including securing the piling to maintain accurate alignment prior to and during encasing the pile with concrete, shaping pile tops, cutting holes for pile anchors and for the barrier slab reinforcement, cleaning and preparing heat affected areas of piles for splicing and welding concrete anchors and steel angle to the piles, splicing steel piles, furnishing pile anchors, and furnishing, cleaning, and welding concrete anchors and steel angle to the piles as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The alternative steel piling which is substituted for the steel soldier piling shown on the plans, will be measured and paid for as the steel soldier pile shown in the Engineer's Estimate. Full compensation for furnishing and placing the steel piles, splicing steel piles, or any other expense resulting from said substitution, shall be considered as included in the contract price paid per meter for steel soldier piling (HP 310 X 79) or for steel soldier piling (HP 310 X 94) and no additional compensation will be allowed therefor.

### **10-1.33 TIEBACK ANCHORS**

Anchors for the Retaining Wall at KP 14.8, consisting of holes drilled through timber lagging and into foundation material, grouted steel strands, and anchorage assemblies, and testing of installed anchors, shall conform to the details shown on the plans, the provisions in Section 50, "Prestressing Concrete," of the Standard Specifications and these special provisions.

Foundation recommendations are included in the "Information Handout" available to the Contractor in conformance with the provisions in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Difficult drilling is anticipated due to the presence of highly variable material with alternating zones of moderately weathered, hard sandstone boulders and decomposed, very soft rock (that weathers to soft to stiff sandy clay), and due to the

presence of ground water. Because the foundation material has zones of soft decomposed rock, caving of the hole is anticipated during drilling. Rock drilling equipment will be required.

The Contractor shall determine the bond length necessary to meet acceptance criteria specified herein.

The submittal of reduced prints of corrected original tracings will not be required for tieback anchor installations.

In fabricating, handling, shipping, and placing tieback anchors, adequate care shall be taken to avoid damage to the sheathing. All damage to the sheathing caused by handling and fabrication prior to tieback anchor installation shall be repaired or replaced as determined by the Engineer. Repair procedure for the sheathing shall be included in the working drawings.

The time for review of the working drawings by the Engineer shall be proportional to the complexity of the work, but in no case shall the time be less than 3 weeks after complete drawings and all support data are submitted.

## **Materials**

Whenever "member" is referred to in Section 50, "Prestressing Concrete," of the Standard Specifications, it shall be considered to mean tieback anchor.

Structural steel for the tieback retaining wall shall conform to the provisions in Section 55, "Steel Structures," of the Standard Specifications and these special provisions. Structural steel shall consist of the anchorage assembly and the anchorage enclosure. The anchorage assembly and the anchorage enclosure shall be galvanized as indicated on the plans. The provisions of "Welding Quality Control" of these special provisions shall not apply to the anchorage enclosure or to the weld between the steel tube and the bearing plate of the anchorage assembly for tiebacks. Those provisions shall apply to all other welds of structural steel for tieback retaining walls.

Cleaning and painting structural steel for tieback retaining walls shall conform to the provisions in "Clean and Paint Steel Soldier Piling" of these special provisions.

The permanent bearing plate of the tieback anchor shall effectively distribute the design force (T), to the concrete, such that the concrete bearing stress does not exceed 11 MPa and the bending stress does not exceed  $0.55 f_y$  for steel nor  $0.36 f_y$  for cast steel or cast iron.

Grout shall conform to the provisions in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications. Fine aggregate may be added to the grout mixture of portland cement and water used outside of the grouted sheathing in drilled holes which are 200 mm or greater in diameter, but only to the extent that the cement content of the grout is not less than 500 kg per cubic meter of grout. Fine aggregate, if used, shall conform to the provisions in Section 90-2, "Materials," and Section 90-3, "Aggregate Gradings," of the Standard Specifications.

The plastic sheathing for tieback anchors shall conform to the following: polyvinyl chloride (PVC) sheathing, high density polyethylene (HDPE) sheathing, and polypropylene sheathing.

Corrugated plastic sheathing shall be PVC or HDPE. The width of corrugations, the distance between corrugations, and the height of corrugations of corrugated plastic sheathing shall be approximately the same.

PVC sheathing may be used for smooth sheathing for bar tendons and corrugated sheathing. PVC sheathing shall conform to ASTM Designation: D 1784, Class 13464-B. Corrugated PVC sheathing shall have a nominal wall thickness of 1.0 mm. HDPE sheathing may be used for smooth sheathing for bar tendons and corrugated sheathing. HDPE sheathing shall have a density between  $940 \text{ kg/m}^3$  and  $960 \text{ kg/m}^3$  as measured in accordance with ASTM Designation: D 792, A-2. Corrugated HDPE sheathing shall have a nominal wall thickness of 1.5 mm for sheathing with an outside diameter of 75 mm or greater, and a nominal thickness of 1.0 mm for sheathing with an outside diameter less than 75 mm, with a tolerance of minus 0.25-mm.

HDPE sheathing may be used for the smooth sheathing encapsulating individual strands of strand type tendons. Smooth HDPE sheathing for encapsulating strands shall have a minimum wall thickness of 1.0 mm. Polypropylene sheathing may be used for the smooth plastic sheathing encapsulating individual strands of strand type tendons. Polypropylene sheathing shall have a density between  $900 \text{ kg/m}^3$  and  $910 \text{ kg/m}^3$ . Smooth polypropylene sheathing shall have a minimum wall thickness of 1.0 mm.

The smooth sheathing for the unbonded length of the individual strands shall have sufficient strength to prevent damage during construction operations, shall be watertight, chemically stable without embrittlement or softening, and nonreactive with concrete, steel or corrosion inhibiting grease. Smooth plastic sheathing, including joints, shall be watertight.

The corrugated sheathing, including joints, shall have sufficient strength to prevent damage during construction operations, shall be grout-tight and watertight, chemically stable without embrittlement or softening, and nonreactive with concrete, steel or corrosion inhibiting grease.

The transition between the corrugated plastic sheathing and the anchorage assembly shall be an approved detail that allows stressing to the design force without evidence of distress in the corrugated plastic sheathing.

Additional requirements for tiebacks with strand type tendons are as follows:

- A. The individual strands of a tendon, except for the bonded length, shall be fully coated with corrosion inhibiting grease and then encapsulated by a smooth HDPE or polypropylene sheath. The corrosion inhibiting grease shall fill all space between strand wires and shall encapsulate the strand giving an encasement diameter at least 0.12-mm greater than the diameter of the bare strand. The sheath shall be hot melt extruded onto the strand or shall be shop applied by an approved method that assures that all spaces between the sheath and the strand and between the strand wires are filled with corrosion inhibiting grease.
- B. The corrosion inhibiting grease shall provide a continuous nonbrittle film of corrosion protection to the prestressing steel and lubrication between the strand and the sheathing, shall resist flow from the sheathing, shall be chemically stable and nonreactive with the prestressing steel, sheathing material and concrete, and shall be organic with appropriate polar, moisture displacing, and corrosion inhibiting additives.
- C. The corrosion inhibiting grease shall have the physical properties listed in Table 3.2.1 of the Post Tensioning Manual, Fourth Edition, by the Post Tensioning Institute and as modified below. At least 40 days before use, a sample from the lot to be used and test results shall be provided for the corrosion inhibiting grease.

Test	Requirements	ASTM Designation:
Water Soluble Ions: Nitrates	10 g/kg max.	D 3867
Corrosion Test: 5% Salt Fog @ 38° C. 125 µm coating on 76 mm x 152 mm Q panel Type S, 1000 hrs min.	Grade 7 or better	B 117, D 610
Compatibility with sheathing: Hardness change & volume change of polymer after exposure to grease 40 days at 66° C.	15% max. 10% max.	D 4289, Except use D 792 for density

- D. A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished to the Engineer certifying that the corrosion inhibiting grease complies with the requirements herein if sample and test results are not provided for the lot used.

### Construction

Tieback anchors shall be installed in accordance with the manufacturer's recommendations. In case of a conflict between the manufacturer's recommendations and these special provisions, these special provisions shall prevail.

Water and grout from tieback anchor construction operations shall not be permitted to fall on public traffic, to flow across shoulders or lanes occupied by public traffic, or to flow into landscaping, gutters or other drainage facilities. Excessive amounts of water shall not be used in any of the drilling and the tieback anchor installation procedures.

Tieback anchor steel shall be protected prior to completion of all grouting against rust, corrosion and physical damage in conformance with the provisions in Section 50, "Prestressing Concrete," of the Standard Specifications. In addition, there shall be no evidence of distress in the plastic sheathing or crushing of the cement grout within the pregrouted sheathing.

The tieback anchorage assembly shall be protected against rust, corrosion and physical damage, prior to completion of all grouting of enclosure or encasement in concrete.

The tieback anchor installation method selected by the Contractor shall be sufficient to achieve the loadings specified herein. Holes for tieback anchors shall be drilled in the foundation to a depth sufficient to provide the necessary bond length beyond the minimum unbonded length shown on the plans.

Tieback anchorage holes shall be drilled by either the rotary or rotary percussion drilling method.

The diameter of the drilled hole shall be large enough to provide a minimum of 25 mm grout cover within the bonded length of the tendon. Centralizers shall be used within the bonded length of the tendon.

Pregrouting shall occur at least 48 hours before placing the tendon in the drilled hole.

Prior to installing each anchor assembly into the drilled hole, the anchor assembly shall be clean and free of oil, grease or other extraneous substances, and any damage to the sheathing shall be repaired or replaced.

Grout for all stages of tieback construction shall be injected at the low end of the void being filled and shall be expelled at the high end until there is no evidence of entrapped air, water or diluted grout. The grout shall be placed using grout tubes, unless another method is approved by the Engineer. The quantity of the grout and the grout pressures shall be recorded.

Voids in the foundation material may be encountered along the length of the drilled hole which may effect drilling and grouting. Measures such as the use of a "grout sock" may be necessary to avoid the excessive loss of grout into the voids encountered.

After placing initial grout, the anchor shall remain undisturbed until the grout has reached a strength sufficient to provide anchorage during testing operations.

Additional requirements for tiebacks with strand type tendons are as follows:

- A. The Contractor shall have the option of using Alternative A or Alternative B as shown on the plans for tieback tendons.
- B. For Alternative A and Alternative B, strand tendons shall be sheathed with corrugated sheathing. The individual strands within the bonded length shall be separated by spaces so that the entire surface of each strand is bonded in the grout. The maximum spacing of strand spacers shall be 1.50 m. The strand spacers shall be plastic and of a construction and strength that will provide support for the individual strands during construction operations.
- C. For Alternative A, the bonded length of the tendon is sheathed with corrugated sheathing and pregrouted full length of the corrugated sheathing before placing the tendon in the hole. The corrugated sheathing shall lap the smooth sheathing on the strands 600 mm. For this alternative, the initial grout in the drilled hole may be placed before or after insertion of the strand tendon.
- D. For Alternative B, the tendon is sheathed full length with corrugated sheathing and pregrouted a minimum length of 600 mm before placing the tendon in the hole. After placing the tendon into the drilled hole and before placing initial grout in the drilled hole, the grout shall be injected at the low end of the corrugated sheathing and the grout shall be expelled at the high end until there is no evidence of entrapped air, water or diluted grout.
- E. For Alternative A and Alternative B, anchors in holes of 150 mm diameter and smaller shall be initially grouted to within 150 mm of the end of the steel tube. Grout in the unbonded length shall not be placed under pressure. After placing the initial grout, the anchor shall remain undisturbed until the grout has reached a strength sufficient to provide anchorage during testing operations.
- F. For Alternative A and Alternative B, anchors in holes of greater than 150 mm diameter shall be initially grouted within the bond length. After placing the initial grout, the anchor shall remain undisturbed until the grout has reached a strength sufficient to provide anchorage during testing operations.

### **Testing**

All tiebacks shall be load tested by either a performance test or a proof test. Load testing shall be performed against a temporary waler which bears directly against the soldier piles or against the permanent concrete waler. The permanent waler shall attain a compressive strength of 20 MPa before loading. Temporary walers shall remain the property of the Contractor. The magnitude of applied test loads shall be determined with a calibrated pressure gauge or a load cell. Movements of the end of the tieback, relative to an independent fixed reference point, shall be measured and recorded to the nearest 0.025 mm at each load increment during the load tests. The Contractor shall perform the measuring and recording and shall furnish the Engineer copies of the recorded movements.

A minimum of five tiebacks shall be performance tested. The Engineer shall determine the location of the tiebacks to be performance tested.

The performance test or proof test shall be conducted by measuring the test load applied to the tieback and the tieback end movement during incremental loading and unloading of the anchor in accordance with the loading schedule. The test load shall be held constant for 10 minutes. During the test load hold, the movement of the end of the tendon shall be measured at 1, 2, 3, 4, 5, 6, and 10 minutes. If the total movement between one minute and 10 minutes exceeds one mm, the test load shall be held for an additional 50 minutes. Total movement shall be measured at 15, 20, 25, 30, 45, and 60 minutes. If the test load is held for 60 minutes, a creep curve showing the creep movement between one minute and 60 minutes shall be plotted as a function of the logarithm of time.

LOADING SCHEDULES		
PERFORMANCE TEST		PROOF TEST
	(CONT'D)	
AL	AL	AL
0.25T	0.25T	0.25T
AL	0.50T	0.50T
0.25T	0.75T	0.75T
0.50T	1.00T	1.00T
AL	1.25T	1.25T
0.25T	AL	1.50T (TEST LOAD)
0.50T	0.25T	AL
0.75T	0.50T	
AL	0.75T	
0.25T	1.00T	
0.50T	1.25T	
0.75T	1.50T (TEST LOAD)	
1.00T (CONT'D)	AL	
T = Design force for the anchor shown on the plans		
AL = Alignment load		

For performance and proof tests, each increment of load shall be applied in less than one minute and held for at least one minute but not more than 2 minutes or as specified above. The observation period for the load hold shall start when the pump begins to apply the last increment of load.

The jacking equipment, including the tendon movement measuring system, shall be stable during all phases of the tieback loading operations.

All tiebacks not performance tested shall be proof tested. If 1.5 times the design force cannot be obtained, the tieback shall be redesigned and replaced. Tieback anchors shall not be retested, unless the tieback bond length is post-grouted after the unacceptable test.

A performance tested tieback is acceptable if:

- A. The measured elastic movement exceeds 0.80 of the theoretical elongation of the unbonded length plus the jacking length at the maximum test load; and
- B. The creep movement between one and 10 minutes is less than 1.0 mm.

A proof tested tieback is acceptable if:

- A. The pattern of movements is similar to that of adjacent performance tested tiebacks; and
- B. The creep movement between one and 10 minutes is less than 1.0 mm.

Performance tested or proof tested tiebacks which fail to meet acceptance criterion B will be acceptable if the maximum load is held for 60 minutes and the creep curve plotted from the movement data indicates a creep rate of less than 2.0 mm for the last log cycle of time.

### Lock-off

After successful testing of the tiebacks, the tiebacks shall be tensioned against the structure and locked off at a load equal to 0.75 T. The lock-off force is the load on the jacks which is maintained while the anchor head on the tieback is permanently set. Immediately after lock-off, a lift-off test shall be performed to demonstrate that the specified lock-off force was obtained. Adjustments in the shim thickness shall be made if required to maintain the specified lock-off force.

For strand tendons, the permanent wedges shall be fully set in the anchor head while the tendon is stressed to the test load of 1.50 T, and then locked off at the lock-off force by removal of the shims or other appropriate means.

Grouting to the level of secondary grouting to the dimensions shown on the plans shall be completed only after successful testing and lock-off has been completed. At least 24 hours after the secondary grout has set, the remaining void in the steel tube and bearing plate shall be filled with grout. Grout shall be injected at the low end and expelled at the high end until there is no evidence of entrapped air or water. A minimum grout head of 600 mm shall be maintained until the grout has set.

The tieback anchor head shall be enclosed with a grouted anchorage enclosure device. After grouting the steel tube, the bearing plate surface shall be cleaned, silicon sealant placed, and the anchorage enclosure bolted in place. After bolting the anchorage enclosure in place the void in the anchorage enclosure shall be filled with grout by injecting grout at the low end of the void and venting at the high end. Any holes in the top of the anchorage enclosure used for grout placement shall be cleaned and sealed with silicon sealant.

#### **Measurement and Payment**

No payment will be made for tiebacks which do not pass the specified testing requirements.

Tieback anchors will be measured and paid for by the unit, and the number for payment will be determined by the requirements of the details shown on the plans.

The contract unit price paid for tieback anchor shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the tieback anchors, including special measures taken to contain grout in the drilled hole, testing, and furnishing and installing anchorage assemblies, complete in place, including repair or replacement of sheathing as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.34 CONCRETE STRUCTURES**

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

#### **GENERAL**

The reinforced concrete barrier slab shall be finished in conformance with the requirements in Section 51-1.20, "Sidewalks, Curbs and Stairways on Structures," of the Standard Specifications and these special provisions.

Concrete for the reinforced concrete waler shall be structural concrete, retaining wall.

Concrete for the reinforced concrete barrier slab shall be structural concrete, barrier slab.

The bearing plates and the steel tubes welded to the bearing plates of the tieback anchors shall be in place when the concrete for the waler is placed.

Shotcrete shall not be used as an alternative construction method for reinforced concrete members unless otherwise specified.

The first paragraph of Section 51-1.20, "Sidewalks, Curbs and Stairways on Structures," of the Standard Specifications is amended to read:

- The concrete shall be finished in conformance with the provisions for finishing surfaces in Section 73-1.06, "Sidewalk, Gutter Depression, Island Paving, Curb Ramp (Wheelchair Ramp), and Driveway Construction," except that surfaces shall not be marked.

Concrete for the reinforced concrete waler shall be measured and paid for as structural concrete, retaining wall.

Concrete for the reinforced concrete barrier slab shall be measured and paid for as structural concrete, barrier slab.

### **10-1.35 REINFORCEMENT**

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

Reinforcing bars for structures, including minor structures, shall be low-alloy steel deformed bars conforming to the requirements in ASTM Designation: A 706/A 706M.

The third paragraph of Section 52-1.04, "Inspection," of the Standard Specifications is amended to read:

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall also be furnished for each shipment of epoxy-coated bar reinforcement or wire reinforcement certifying that the coated reinforcement conforms to the requirements in ASTM Designation: A 775/A 775M or A 884/A 884M, respectively, and the provisions in Section 52-1.02B, "Epoxy-coated Bar Reinforcement," of the Standard Specifications. The Certificate of Compliance shall include all of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

The third paragraph of Section 52-1.08C, "Mechanical Butt Splices," of the Standard Specifications is amended to read:



- The total slip of the reinforcing bars within the splice sleeve after loading in tension to 200 MPa and relaxing to 20 MPa shall not exceed the values listed in the following table. The slip shall be measured between gage points that are clear of the splice sleeve.

Reinforcing Bar Number	Total Slip (µm)
13	250
16	250
19	250
22	350
25	350
29	350
32	450
36	450
43	600
57	750

The first paragraph of Section 52-1.08C(5), "Sleeve-Lockshear Bolt Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The sleeve-lockshear bolt type of mechanical butt splices shall consist of a seamless steel sleeve, center hole with centering pin, and bolts that are tightened until the bolt heads shear off with the bolt ends left embedded in the reinforcing bars. The seamless steel sleeve shall be either formed into a V configuration or shall have 2 serrated steel strips welded to the inside of the sleeve.

Section 52-1.08F, "Nondestructive Splice Tests," of the Standard Specifications is amended by deleting the seventh paragraph.

Individual hoops, made continuous with butt welded splices, which are substituted for spiral reinforcement, shall conform to the requirements for "Ultimate Butt Splices" of these special provisions.

### **EPOXY-COATED REINFORCEMENT**

All longitudinal and transverse bar reinforcement in reinforced concrete members including walers, barrier slab, concrete barrier, and minor structures shall be epoxy-coated.

The Contractor shall take precautions to protect the exposed epoxy-coated rebar located above the construction joints of the barrier slab and drainage inlet from concrete and other surface contamination, and from abrasive blasting in order to minimize the work required to repair the epoxy-coated rebar.

Full compensation for protecting the exposed epoxy-coated rebar and repair of epoxy-coated rebar surfaces shall be considered as included in the contract price paid per meter for concrete barrier of the type listed in the Engineer's Estimate and no additional compensation will be allowed therefor.

### **10-1.36 TIMBER LAGGING**

Timber lagging shall conform to the details shown on the plans and the provisions in Sections 57, "Timber Structures," and 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications and these special provisions.

Attention is directed to the section, "Order of Work," in these special provisions regarding timber lagging.

All timber members shall be preservative treated Douglas fir of the grades shown on the plans. Timber members shall be full sawn to the dimensions shown on the plans.

Timber members to be placed vertically behind lagging members at horizontal drain pipes shall conform to the requirements of timber lagging of these special provisions.

Timbers 100 mm thick or greater shall be installed with a 13 mm gap between lagging members except where shown on the plans.

Timbers shall be installed with mortar-tight joints behind the concrete walers.

The preservative treatment shall be with pentachlorophenol (Type A or C), conforming to the requirements for use in bridges and important structural members in the American Wood Preservers Association Standard C-14, "Wood for Highway Construction--Preservative Treatment."

All cuts, daps and holes in the timber lagging shall be thoroughly swabbed with three applications of one of the preservatives specified in Section 58-1.04, "Wood Preservative for Manual Treatment," of the Standard Specifications.

Timber elements that are split, broken, or otherwise damaged by the Contractor's operations or misfitting timber elements in the new installation shall be replaced at the Contractor's expense.

The galvanized spikes shall be commercial quality. Predrilling for spikes is required.

Lagging shall be placed a maximum of 900 mm below the bottom of the reinforced concrete waler before constructing the reinforced concrete waler.

**MEASUREMENT AND PAYMENT.**--Timber lagging will be measured by the cubic meter. This volume will be determined by multiplying the area of wall projected on a vertical plane between the centerline of piles and the measured distance from the bottom to the top of timber lagging (including the shims placed between rows of lagging) by the thickness of the timber lagging indicated on the plans.

Timber members to be placed vertically behind lagging members at horizontal drain pipes shall be measured and paid for as timber lagging.

The contract price paid per cubic meter for timber lagging shall include full compensation for furnishing all labor, materials (including hardware and wood preservative), tools, equipment, and incidentals, and for doing all the work involved in placing the timber lagging, complete in place, including furnishing spikes or clipping, furnishing and installing the HDPE shims, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.37 CLEAN AND PAINT STEEL SOLDIER PILING**

Steel piling surfaces and steel angle surfaces shall be cleaned and painted in conformance with the provisions in Sections 59-2, "Painting Structural Steel," and 91, "Paint," of the Standard Specifications and these special provisions.

Clean and paint steel soldier piling shall consist of dry blast cleaning and shop painting a portion of steel soldier piles with an inorganic zinc undercoat prior to pile installation, and field painting with finish coats after finished grade at the face of the wall is completed.

Limits of the steel soldier pile surfaces to be dry blast cleaned and shop painted with an inorganic zinc undercoat shall be the entire surface area of the pile starting from 1.5 meters below the bottom of treated timber lagging up to and including the top of the piles for the Retaining Walls at KP 14.8 and KP 15.3. In the case of the corner pile for the soldier pile retaining wall and the return wall at KP 15.3, the lower limit for all sides of the pile for the single undercoat shall be located 1.5 meters below the bottom of the timber lagging of the soldier pile wall. The steel angle surfaces shall be dry blast cleaned and shop painted with an inorganic zinc undercoat over the entire surface area. At the Contractor's option, the steel angle can be welded to the corner pile prior to dry blast cleaning and shop painting. In the case of the back pile for the return wall at KP 15.3, the lower limit for all sides of the pile for the single undercoat shall be located 1.5 meters below the bottom of the timber lagging of the return wall.

Section 59-2.01, "General," of the Standard Specifications is amended by adding the following paragraph after the first paragraph:

- Unless otherwise specified, painting Contractors or subcontractors shall be required to have the following certifications from the "SSPC: The Society for Protective Coatings" (formerly the Steel Structures Painting Council), prior to performing the work:
  - A. For cleaning and painting of structural steel in the field, certification in conformance with the requirements in Qualification Procedure No. 1, "Standard Procedure For Evaluating Painting Contractors" (SSPC-QP 1).
  - B. For the removal of paint from structural steel, certification in conformance with the requirements in Qualification Procedure No. 2, "Standard Procedure For Evaluating The Qualifications of Painting Contractors To Remove Hazardous Paint" (SSPC-QP 2).
  - C. For cleaning and painting of structural steel in a permanent painting facility, certification in conformance with the requirements in Qualification Procedure No. 3, "Standard Procedure For Evaluating Qualifications of Shop Painting Contractors" (SSPC-QP 3). The AISC's Sophisticated Paint Endorsement (SPE) quality program will be considered equivalent to SSPC-QP 3.

The third paragraph of Section 59-2.03, "Blast Cleaning," of the Standard Specifications is amended to read:

- Exposed steel or other metal surfaces to be blast cleaned shall be cleaned in conformance with the requirements in Surface Preparation Specification No. 6, "Commercial Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave all surfaces with a dense, uniform, angular anchor pattern of not less than 35 µm as measured in conformance with the requirements in ASTM Designation: D 4417.

The first paragraph of Section 59-2.06, "Hand Cleaning," of the Standard Specifications is amended to read:

- Dirt, loose rust and mill scale, or paint which is not firmly bonded to the surfaces shall be removed in conformance with the requirements in Surface Preparation Specification No. 2, "Hand Tool Cleaning," of the "SSPC: The Society for Protective Coatings." Edges of old remaining paint shall be feathered.

The fourth paragraph of Section 59-2.12, "Painting," of the Standard Specifications is amended to read:

- The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements of specification SSPC-PA2 of the "SSPC: The Society for Protective Coatings."

Open joints between concrete and painted or galvanized metal surfaces shall be caulked with non-silicone type sealing compound conforming to the requirements in Federal Specification TT-S-230, Type II, or other approved material. The sealing compound shall be applied no sooner than 24 hours after the high pressure cleaning has been applied. The sealing compound shall be allowed to cure as recommended by the manufacturer prior to the water rinsing and application of the first finish coat.

## **CLEANING**

All designated steel piling and steel angle surfaces to be blast cleaned shall be dry blast cleaned in conformance with the requirements of Surface Preparation Specification No. 10, "Near White Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave all surfaces with a dense, uniform, angular, anchor pattern of not less than 40  $\mu\text{m}$  nor more than 86  $\mu\text{m}$  as measured in conformance with the requirements in ASTM Designation: D 4417.

Mineral and slag abrasives used for blast cleaning steel shall conform to the requirements in Abrasive Specification No. 1, "Mineral and Slag Abrasives," of the "SSPC: The Society for Protective Coatings," and shall not contain hazardous material. Mineral and slag abrasives shall comply with the requirements for Class A, Grade 2 to 3 as defined therein.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications and a Material Safety Data Sheet shall be furnished prior to use for each shipment of blast cleaning material to be used on steel.

## **PAINTING**

Blast cleaned surfaces shall receive a single undercoat and a minimum of 2 finish coats of an exterior grade latex paint supplied by the manufacturer of the inorganic zinc coating.

The single undercoat shall consist of a waterborne inorganic zinc coating conforming to the requirements in AASHTO Designation M 300, Type II, except that: 1) the first 3 sentences of Section 4.7, "Primer Field Performance Requirements," and the entire Section 4.7.1 shall not apply, and 2) zinc dust shall be Type II in conformance with the requirements in ASTM Designation: D 520. The inorganic zinc coating shall be listed on the qualified products list which may be obtained from the Transportation Laboratory.

Inorganic zinc coating shall be used within 12 hours of initial mixing.

Application of inorganic zinc coating shall conform to the provisions for applying zinc-rich coating in Section 59-2.13, "Application of Zinc-Rich Primer," of the Standard Specifications.

Inorganic zinc coating shall not be applied when the atmospheric or surface temperature is less than 7°C nor more than 29°C nor when the relative humidity exceeds 85 percent.

The single undercoat of inorganic zinc coating shall be applied to the required dry film thickness in 2 or more applications within 4 hours after blast cleaning.

The total dry film thickness of all applications of inorganic zinc coating, where finish coats are specified, shall be not less than 100  $\mu\text{m}$  nor more than 200  $\mu\text{m}$ .

Areas where mudcracking occurs in the inorganic zinc coating shall be blast cleaned and repainted with inorganic zinc coating to the specified thickness.

Dry spray, or overspray, as defined in the Steel Structures Painting Manual, Volume 1, "Good Painting Practice," of the "SSPC: The Society for Protective Coatings," shall be removed prior to application of subsequent coats or final acceptance. Removal of dry spray shall be by screening or other methods that minimize polishing of the inorganic zinc surface. The dry film thickness of the coating after removal of dry spray shall be in conformance with the provisions for applying the single undercoat, as specified herein.

The inorganic zinc coating shall be tested for adhesion and cure. The locations of the tests will be determined by the Engineer. The sequence of the rinsing and testing operations shall be determined by the Contractor. The testing for adhesion and cure will be performed no sooner than 72 hours after application of the single undercoat of inorganic zinc coating. At the

Contractor's expense, satisfactory access shall be provided to allow the Engineer to determine the location of the tests and to test the inorganic zinc coating cure. The inorganic zinc coating shall pass the following tests:

#### Adhesion

- The inorganic zinc coating shall have a minimum adhesion to steel of 4 MPa when measured at no more than 3 locations on each pile using a self-aligning adhesion tester in conformance with the requirements in ASTM Designation: D 4541. The Contractor, at the Contractor's expense, shall: (1) verify compliance with the adhesion requirements, (2) furnish test results to the Engineer, and (3) repair the coating after testing.

#### Cure

- The inorganic zinc coating, when properly cured, shall exhibit a solid, hard, and polished metal surface when firmly scraped with the knurled edge of a quarter. Inorganic zinc coating that is powdery, soft, or does not exhibit a polished metal surface, as determined by the Engineer, shall be repaired by the Contractor, at the Contractor's expense, by blast cleaning and repainting with inorganic zinc coating to the specified thickness.
- The surface pH of the inorganic zinc primer shall be checked in conformance with ASTM Designation: D4262 by wetting the surface with deionized water and applying pH paper with a capability of measuring in increments of 0.5 pH units. Application of finish coats will not be permitted until the surface pH is less than 8. Surfaces that do not reach a pH of less than 8 within one week of application, shall be repaired by the Contractor, at the Contractor's expense.

Except as approved by the Engineer, a minimum curing time of 72 hours shall be allowed between applications of inorganic zinc coating and water rinsing.

Exposed areas of inorganic zinc coating at locations to receive finish coats, as shown on the plans, shall be water rinsed. Areas of the coating that are removed by the water rinsing shall be reapplied in conformance with the provisions for applying zinc-rich coating in Section 59-2.13, "Application of Zinc-Rich Primer," of the Standard Specifications and the provisions specified herein.

After finished grade at the face of the wall is completed, the exposed surfaces of steel piling and steel angle shall receive a minimum of 2 finish coats of an exterior grade latex paint supplied by the manufacturer of the inorganic zinc coating.

The first finish coat shall be applied within 48 hours following water rinsing.

The finish coat paint shall be formulated for application to inorganic zinc coating and shall conform to the following:

Property	Value	ASTM Designation
Pigment content, percent	24 max.	D 3723
Nonvolatile content, mass percent	49 min.	D 2369
Viscosity, KU	75 min. to 90 max.	D 562
Fineness of dispersion, Hegman	6 min.	D 1210
Drying time at 25°C, 50% RH, 100-µm wet film		D 1640
Set to touch, minutes	30 max.	
Dry through, hours	1 max.	
Adhesion	4A	D 3359, Procedure A

- No visible color change in the finish coats shall occur when tested in conformance with the requirements of ASTM Designation: G 53 using FS 40 UV-B bulbs for a minimum of 38 cycles. The cycle shall be 4 hours of ultraviolet (UV) exposure at 60°C and 4 hours of condensate exposure at 40°C.
- The vehicle shall be an acrylic or modified acrylic copolymer with a minimum of necessary additives.

The first finish coat shall be applied in 2 applications. The first application shall consist of a spray applied mist application. The second application shall be applied after the mist application has dried to a set to touch condition. The first finish coat color shall match Federal Standard 595A, No. 20140. The total dry film thickness of both applications of the first finish coat shall be not less than 50 µm.

Except as approved by the Engineer, a minimum drying time of 12 hours shall be allowed between finish coats.

The second finish coat color shall match Federal Standard 595A, No. 20140. The total dry film thickness of the applications of the second finish coat shall be not less than 50 µm.

The 2 finish coats shall be applied in 3 or more applications to a total dry film thickness of not less than 100 µm nor more than 200 µm.

The total dry film thickness of all applications of inorganic zinc coating and finish coat paint shall be not less than 200 µm nor more than 350 µm.

## **REPAIR**

Shop waterborne inorganic zinc coated surfaces of piling that are abraded or damaged at any time after the application of the shop coat shall be repaired prior to installation. If the repair area exceeds 1 percent of the total coated surface as determined by the Engineer, the Contractor shall repair the surface by blast cleaning and painting the surface with waterborne inorganic zinc coating as previously specified. If the repair area is less than 1 percent of the total coated surface, the Contractor will be permitted to repair the area by thoroughly wire brushing the damaged areas and removing all loose and cracked coating, after which the cleaned areas shall be painted with 2 applications of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint," of the Standard Specifications. Repair of abraded or damaged surfaces shall be at the Contractor's expense. Aerosol cans shall not be used.

The Contractor shall take precautions in order to protect the exposed exterior flange and flange edges of the soldier piles from the lean concrete and other surface contamination in order to minimize the work required to prepare the surface for the finish coats.

After pile installation and after the removal of lean concrete from the exposed surfaces, areas where the inorganic zinc coating has been damaged or has deteriorated shall be thoroughly cleaned, foreign substances shall be removed, and surfaces shall be spot painted with the same inorganic zinc coating to the specified thickness. Damaged areas of inorganic zinc coating shall be blast cleaned and painted as specified in these special provisions.

## **PAYMENT**

The contract lump sum price paid for clean and paint steel soldier piling shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cleaning and painting piling and angle, complete in place, including water rinsing, adhesion testing of inorganic zinc coating, and the protecting, cleaning and repair of surfaces prior to and after pile installation, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.38 PREPARE AND STAIN CONCRETE**

This work shall consist of preparing and staining the concrete surfaces which are designated on the plans to be stained.

After completion of the class of concrete surface finish in conformance with the provisions in Section 51, "Concrete Structures," of the Standard Specifications, the surfaces of the concrete to be stained shall be prepared by a light abrasive blasting of the surface as necessary to remove any remaining form oil or other contaminants. The concrete surface shall be thoroughly dry at the time stain is applied.

The stain shall be of the Vinyl-Chloride Co-Polymer Resin Base Type which has been commercially manufactured for use as an exterior concrete stain. The stain shall be formulated and applied so that the color of the stained concrete closely conforms to Color No. 30059 of Federal Standard No. 595A.

The stain shall be applied in not less than 2 coats at a rate necessary to produce a uniform color. Each coat shall be thoroughly cured before the succeeding coat is applied. Areas not to be stained shall be protected so that they remain stain-free.

Preparing and staining concrete will be measured by the square meter. Measurement will be made along the surface of the actual areas stained.

The contract price paid per square meter for prepare and stain concrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in preparing surfaces and applying stain to concrete surfaces, as shown on the plans, as specified in these specifications, and as directed by the Engineer.

### **10-1.39 PLASTIC PIPE**

Plastic pipe shall conform to the provisions in Section 64, "Plastic Pipe," of the Standard Specifications.

### **10-1.40 UNDERDRAIN**

Perforated plastic pipe underdrains shall conform to the provisions in Section 68-1, "Underdrains," of the Standard Specifications.

### **10-1.41 HORIZONTAL DRAIN**

Horizontal drains shall conform to the provisions in Section 68-2, "Horizontal Drains," of the Standard Specifications.

### **10-1.42 OVERSIDE DRAIN**

Corrugated steel slip joints, metal pipe down drain anchor assemblies, and corrugated steel pipe down drains shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications and these special provisions.

Steel entrance tapers and pipe down drains shall be fabricated from zinc-coated steel sheet.

Full compensation for furnishing and placing slip joints and metal pipe down drain anchor assemblies shall be considered as included in the contract price paid per meter for corrugated steel pipe down drain of the type or class shown in the Engineer's Estimate and no additional compensation will be allowed therefor.

#### **10-1.43 MISCELLANEOUS FACILITIES**

Drainage inlet shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications and these special provisions.

#### **10-1.44 SLOPE PROTECTION**

Slope protection shall be placed or constructed as shown on the plans and in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications.

#### **10-1.45 INLET FRAME AND GRATE**

Inlet frame and grate shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

#### **10-1.46 CHAIN LINK FENCE**

Chain link fence shall be Type CL-1.2, black vinyl-clad and shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these special provisions.

The chain link fabric shall be 9-gage (3.76 mm), Type IV, Class B, bonded vinyl coated fabric, conforming to the requirements in AASHTO Designation: M 181. The color shall be black.

The strength of the bond between the coating material and steel of the bonded vinyl coated chain link fabric shall be equal to or greater than the cohesive strength of the polyvinyl chloride (PVC) coating material.

All posts, braces, fittings, tension wires, tie wires, post clips and appurtenances shall be vinyl-coated as specified for fabric.

Where necessary to conform to curvature, either horizontal or vertical, the fabric shall be reworked and fitted so as to present a smooth, neat, and professional appearance.

Posts shall be mortared in sockets on concrete supporting members as shown on the plans.

Mortar shall conform to the provisions in Section 51-1.135, "Mortar," and shall consist of one part portland cement and 3 parts sand.

Mortar shall be cured by either the water method or the curing compound method using curing compound (6) as provided in Section 90-7, "Curing Concrete."

Full compensation for furnishing and placing mortar for setting posts in sockets shall be considered as included in the price paid for the chain link fence (type CL-1.2, black vinyl-clad) and no additional compensation will be allowed therefor.

#### **10-1.47 METAL BEAM GUARD RAILING**

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts and blocks shall be wood.

Delete the ninth and eleventh paragraphs in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

Wood posts and blocks shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 Kg/m<sup>3</sup>, and need not be incised.

Metal beam guard railing elements and required backup plates, terminal sections, end sections, and return sections shall conform to the requirements of Type 2 W-Beam as shown in AASHTO Designation: M 180.

#### **TERMINAL SYSTEM (TYPE ET)**

Terminal system (Type ET) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type ET) shall be an ET-2000 (4-tube system) extruder terminal as manufactured by Syro, Inc., a Trinity Industries Company, and shall include all the items detailed for terminal system (Type ET) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the ET-2000 (4-tube system) extruder terminal from the manufacturer, Syro, Inc., a Trinity Industries Company, P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the ET-2000 (4-tube system) extruder terminal, FOB Centerville, Utah is \$ 1305, not including sales tax.

The above price will be firm for orders placed on or before July 31, 2001, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the terminal systems (Type ET) conform to the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

The terminal system (Type ET) shall be installed in conformance with the manufacturer's installation instructions and these requirements. At the Contractor's option, steel foundation tubes with soil plates attached, shall be either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. The wood terminal posts shall be inserted into the steel foundation tubes by hand and shall not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type ET) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

#### **10-1.48 CONCRETE BARRIER**

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Bar reinforcing steel for use in concrete barriers shall conform to the provisions in "Epoxy-coated Reinforcement," of these special provisions.

Full compensation for epoxy-coated bar reinforcement shall be considered as included in the contract price paid per meter for concrete barrier of the type or types listed in the Engineer's Estimate and no separate payment will be made therefor.

Full compensation for epoxy-coated bar reinforcement connecting the reinforced concrete barrier slab with the concrete barrier, and for epoxy-coated bar reinforcement connecting the reinforced concrete drainage inlet to the barrier slab and the concrete barrier shall be considered as included in the contract price paid per meter for concrete barrier of the type listed in the Engineer's Estimate and no additional payment will be made therefor.

#### **10-1.49 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING**

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

At the option of the Contractor, permanent striping tape as specified in "Approved Traffic Products" of these special provisions, may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of thermoplastic traffic stripes and pavement markings, the pavement tape will be measured and paid for by the meter as thermoplastic traffic stripe and by the square meter as thermoplastic pavement marking.

**SECTION 11. (BLANK)**

**SECTION 12. (BLANK)**

**SECTION 13. (BLANK)**

## SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

### Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_

a. Describe the role of the MBE firm in the joint venture. \_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_

5. Nature of the joint venture's business \_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? \_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.



9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions \_\_\_\_\_

b. Management decisions, such as:

1. Estimating \_\_\_\_\_

2. Marketing and sales \_\_\_\_\_

3. Hiring and firing of management personnel \_\_\_\_\_

4. Purchasing of major items or supplies \_\_\_\_\_

\_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

### Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

_____ Name of Firm	_____ Name of Firm
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

## **1. General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## **2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within

30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

#### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.



**b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman,

or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### **8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

#### **9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

### **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

#### **1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

#### **2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially reposable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S.

Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to

Contract No. «Dist»-«Contract\_No»

be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Contract No. «Dist»-«Contract\_No»

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary  
Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

Contract No. «Dist»-«Contract\_No»

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary  
Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



## FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

### CALIFORNIA ECONOMIC AREA

	Goal (Percent)
<b>174 Redding, CA:</b>	
Non-SMSA Counties	6.8
CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
<b>175 Eureka, CA:</b>	
Non-SMSA Counties .	6.6
CA Del Norte; CA Humboldt; CA Trinity.	
<b>176 San Francisco-Oakland-San Jose, CA:</b>	
SMSA Counties:	
7120 Salinas-Seaside-Monterey, CA	28.9
CA Monterey.	
7360 San Francisco-Oakland	25.6
CA Alameda; CA Contra Costa; CA Marin CA San Francisco; CA San Mateo.	
7400 San Jose, CA	19.6
CA Santa Clara.	
7485 Santa Cruz, CA.	14.9
CA Santa Cruz.	
7500 Santa Rosa, CA	9.1
CA Sonoma.	
8720 Vallejo-Fairfield- Napa, CA	17.1
CA Napa; CA Solano	
Non-SMSA Counties	23.2
CA Lake; CA Mendocino; CA San Benito.	
<b>177 Sacramento, CA:</b>	
SMSA Counties:	
6920 Sacramento, CA.	16.1
CA Placer; CA Sacramento; CA Yolo.	
Non-SMSA Counties.	14.3
CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
<b>178 Stockton-Modesto, CA:</b>	
SMSA Counties:	
5170 Modesto, CA	12.3
CA Stanislaus.	
8120 Stockton, CA	24.3
CA San Joaquin.	
Non-SMSA Counties	19.8
CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	

	Goal (Percent)
<b>179 Fresno-Bakersfield, CA:</b>	
SMSA Counties:	
0680 Bakersfield, CA CA Kern.	19.1
2840 Fresno, CA CA Fresno.	26.1
Non-SMSA Counties CA Kings; CA Madera; CA Tulare.	23.6
<b>180 Los Angeles, CA:</b>	
SMSA Counties:	
0360 Anaheim-Santa Ana-Garden Grove, CA. CA Orange.	11.9
4480 Los Angeles-Long Beach, CA CA Los Angeles.	28.3
6000 Oxnard-Simi Valley-Ventura, CA CA Ventura.	21.5
6780 Riverside-San Bernardino-Ontario, CA. CA Riverside; CA San Bernardino.	19.0
7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara.	19.7
Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo.	24.6
<b>181 San Diego, CA:</b>	
SMSA Counties 7320 San Diego, CA. CA San Diego.	16.9
Non-SMSA Counties CA Imperial.	18.2

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

## FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be 1.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.